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Second Annual Report  
OF THE  
Industrial Accident Board

For the Twelve Months Ending June 30th



PLEASE RETURN

Workmen's Compensation Act  
In Effect July 1st, 1915

MEMBERS OF THE BOARD

A. E. Spriggs, *Chairman*      R. G. Poland, *State Auditor*  
W. J. Swindlehurst, *Commissioner of Labor*

"SAFETY FIRST"

W.A.

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# Your Flag and My Flag

By WILBUR D. NESBIT

Your flag and my flag,  
And how it flies today  
In your land and my land  
And half a world away!  
Rose-red and blood-red  
The stripes forever gleam—  
Snow-white and soul-white—  
The good forefathers' dream;  
Sky-blue and true-blue with stars to gleam aright—  
The gloried guidon of the day; a shelter through the night

Your flag and my flag!  
To every star and stripe  
The drums beat as hearts beat  
And fifers shrilly pipe!  
Your flag and my flag—  
A blessing in the sky;  
Your hope and my hope—  
It never hid a lie!

Home land and far land and half the world around,  
Old Glory hears our glad salute and ripples to the sound!

Your flag and my flag!  
And, Oh, how much it holds—  
Your land and my land—  
Secure within its folds!  
Your heart and my heart  
Beat quicker at the sight;  
Sun-kissed and wind tossed—  
Red and blue and white.

The one flag—the great flag—the flag for me and you—  
Glorified all else besides—the red and white and blue!

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## The Supreme Test of the Nation Has Come; We Must All Speak, Act and Serve Together

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My Fellow Countrymen: The entrance of our own beloved country into the grim and terrible war for democracy and human rights which has shaken the world creates so many problems of national life and action which call for immediate consideration and settlement that I hope you will permit me to address to you a few words of earnest counsel and appeal with regard to them.

There is not a single, selfish element, so far as I can see, in the cause we are fighting for. We are fighting for what we believe and wish to be the rights of mankind and for the future peace and security of the world.

To do this great thing worthily and successfully we must devote ourselves to the service without regard to profit or material advantage and with an energy and intelligence that will rise to the level of the enterprise itself.

We must realize to the full how great the task is and how many things, how many kinds and elements of capacity and service and self-sacrifice it involves.

It is evident to every thinking man that our industries must be made more prolific and more efficient than ever, and that they must be more economically managed and better adapted to the particular requirements of our task than they have been; and what I want to say is that the men and the women who devote their thought and their energy to these things will be serving the country and conducting the fight for peace and freedom just as truly and effectively as the men on the battlefield or in the trenches.

The industrial forces of the country, men and women alike, will be a great national, a great international service army—a notable and honored host engaged in the service of the nation and the world, efficient friends and saviors of free men everywhere.

Thousands, nay, hundreds of thousands, of men otherwise liable to military service will of right and necessity be excused from that service and assigned to the fundamental, sustaining work of the fields, and factories, and mines, and they will be as much part of the great patriotic forces of the nation as the men under fire.

The manufacturer does not need to be told, I hope, that the nation looks to him to speed and perfect every process; and I want only to remind his employees that their service is absolutely indispensable and is counted on by every man who loves the country and its liberties.

Let me suggest also that everyone who creates or cultivates a garden helps and helps greatly to solve the problem of the feeding of the nations; and that every housewife who practices strict economy puts herself in the ranks of those who serve the nation.

This is the time for America to correct her unpardonable fault of wastefulness and extravagance. Let every man and every woman assume the duty of careful use and expenditure as a public duty.

In the hope that this statement of the needs of the nation and of the world in this hour of supreme crisis may stimulate those to whom it comes and remind all who need a reminder of the solemn duties of a time such as the world has never seen before, I beg that all editors and publishers everywhere will give as prominent publication and as wide circulation as possible to this appeal.

The supreme test of the nation has come. We must all speak, act and serve together.

WOODROW WILSON.  
White House, Washington, April 15, 1917.

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# STATE OF MONTANA

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## Second Annual Report OF THE Industrial Accident Board

For the Twelve Months Ending June 30th

1917



### Workmen's Compensation Act In Effect July 1st, 1915

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#### MEMBERS OF THE BOARD

A. E. Spriggs, *Chairman*      R. G. Poland, *State Auditor*  
W. J. Swindlehurst, *Commissioner of Labor*

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"SAFETY FIRST",

INDEPENDENT PUBLISHING CO.  
HELLIUM, MONTANA



# Members of the Industrial Accident Board

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**A. E. SPRIGGS,**  
*Chairman*

**R. G. POLAND,**  
*State Auditor and Commissioner of Insurance*

**W. J. SWINDEHURST,**  
*Treasurer of Board and Commissioner of Labor*

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**G. G. Watt, Secretary**

**R. S. McAllister, Accountant**

**E. B. Kennedy, Statistician**

**Walter Bill, Bookkeeper**

**Elsie Abrahamson, File Clerk**

**Helen Word, Stenographer**

**Mae Blow, Stenographer**

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## BUREAU OF SAFETY INSPECTION

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### INSPECTORS QUARTZ MINE DEPARTMENT

**W. B. Orem, State (outside Butte), Helena**

**D. J. McGrath, Butte District, Butte**

### INSPECTOR COAL MINE DEPARTMENT

**John Sanderson, Helena**

### INSPECTORS BOILER DEPARTMENT

**Richard Moran, Northern District, Helena**

**R. A. Prater, Southern District, Billings**

**F. J. Coburn, Western District, Butte**

**George Redding, Central District, Helena**

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**W. Roy Sieger, Clerk of the Bureau**

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## **Letter of Transmission**

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**OFFICE MONTANA INDUSTRIAL ACCIDENT BOARD.**

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Helena, Montana, July 1, 1917.

To His Excellency, Samuel V. Stewart,  
Governor of the State of Montana.

Sir:

Pursuant to Section 25 (a) of Chapter 96, Session Laws, 1915, we have the honor to herewith submit report covering the administration of the Montana Workmen's Compensation Act by the Industrial Accident Board, for the twelve months ending June 30th, 1917, and a review of the operations of the Department, since the compensation feature of the Law became effective, on July 1, 1915.

**INDUSTRIAL ACCIDENT BOARD.**

(Signed)

A. E. SPRIGGS, Chairman.

R. G. POLAND.

W. J. SWINDLEHURST.

## The Unseen Guardian

By WILL AIKEN

My aim is help for all Mankind  
And my job is ages old,  
I've played my part since Adam was  
    And the Eden tale was told;  
To me men turn where danger looms—  
    And they never turn in vain!  
For with my aid they're spared so much  
    Of tears and grief and pain.

Because of me no widow weeps  
Nor mourns a helpmeet dead;  
No mother waits her son in vain,  
    No orphan's tears are shed.  
From birth to death, but give me thought  
    And I shall see man through;  
I ask of him no sordid gold—  
    My duty freely do.

Man sees me not, and yet he knows  
    I'm ever at his side;  
Though he delve deep 'neath old Earth's crust  
    I'm there, whate'er betide.  
I care not where his duty calls,  
    On land, on sea, in air,  
I throw about poor mortal man  
    My ever-watchful care.

I've done my bit since dawn of Time.  
    To lessen Death's grim toll,  
I write the names of heroes high  
    On Fame's eternal scroll.  
My only plea: Give me a chance,  
    And Fate may do its worst;  
I serve Mankind, and I conserve—  
    For I am Safety First!

Helena, Montana, June 30, 1917.

# **Report of the Industrial Accident Board of the State of Montana**

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## **Second Year.**

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In conformity with the requirements of Chapter 96 of the Session Laws of 1915, the Industrial Accident Board of Montana herewith submits its second annual report, covering the administration of the Montana Workmen's Compensation Act, for the twelve months ending June 30th, 1917, and a review of the operations of the Department since the Law became effective, March 8, 1915.

One year ago, July 1, 1916, the Board published a 294 page report, giving in detail the experience of the first twelve months' operation of the Law. This report was given general circulation, through the distribution of five thousand copies, and elicited much favorable comment. As a consequence, the form and style employed in that report, which met with the approval of the people of the state, has been followed, to some extent, in this one. Considerable of the material used in that report has been amplified and brought up to date in the present one. All matters descriptive of the Law, and relating to the expenditures attending the organization period of the Board's existence, as well as all other material that apparently served its purpose for last year, including many tables and itemized statements covering separate items of expenditures, have been omitted from this report.

The report herewith submitted gives in detail the financial condition of the Department, showing where every dollar has been paid out, both in the expenditures relating to the administration of the Act, and in the payment of compensation claims. The report contains, in condensed form, a small fraction of the interesting statistical facts and figures compiled in the records of the compensation branch of the state government. The tables selected for submission are classified according to the industry and compensation plan operated under, as well as to the extent and nature of the injuries suffered. They will be found to cover every angle of the law's operation, both from the viewpoint of the employer and

the employe. Associated with and supplemental to the tables will be found much general data, which the Board trusts will be of value and interest to the people of the state.

The Compensation Law for Montana's workmen was passed by the members of the Fourteenth Legislative Assembly, received the approval of the state's Chief Executive on March 8, 1915, and became effective as to its compensation provisions on July 1, 1915. After much consideration and careful deliberation, the members of the Fifteenth Legislative Assembly decided not to amend the Act in any particular, except to add to the duties and scope of the administrative Board, holding that the experience of the Law, covering only eighteen months, (July 1, 1915, to December 31, 1916) was not sufficient to clearly indicate where changes or amendments could be made that would improve the Act.

The Law has always been recognized and referred to as a "Workmen's Compensation Act" and the necessity for legislation of the character represented by the Act was urged upon the Fourteenth Legislative Assembly by Governor Stewart in his legislative message, delivered on January 5, 1915, when, after submitting the reasons why the enactment of such a measure was highly desirable, he said:

"It is incumbent upon this Legislature to enact a reasonable, fair and proper compensation act. It should not be radical, because the people have declared they do not desire a radical law. On the other hand, a weak and inefficient law would be just as unpopular. The Legislature should take the matter in hand and enact a law that will be fair to employee and employer and to the public in general."

That the members of the Legislature acted on the Governor's recommendation, and created a law that met with His Excellency's approval, is fully evidenced by an extract from his message two years later, to the Fifteenth Legislative Assembly, delivered on January 3, 1917, as follows:

"The Compensation or Industrial Accident Department has fully justified its creation. It has performed a most important service for the people of Montana in an efficient and economical manner. The first aim of this department embodies the idea of safety. That being the case, I respectfully suggest that all departments having to do with safety inspection should be merged into the Compensation Department. This should include the Boiler Inspector's department, the Quartz Mine Inspector's department, and the Coal Mine Inspector's department. Your attention is respectfully directed to this matter."

The Governor's recommendations were adopted and all the inspection departments named were placed under the direction and supervision of the Industrial Accident Board. The Wisdom of this action must await the test of further experi-

ence as the merging of these departments only dates from March 5, last, and a matter of a little over ninety day's operation is not sufficient to serve as a basis upon which to make a prediction. Only one thing is clearly in evidence now and that is that the work of the inspectors is costing the State much less than heretofore, due to a reduction of the force, which nevertheless seems to be doing the same amount of actual work as was done before. A year's experience will likely prove the correctness of the Governor's judgment.

The operation of the Workmen's Compensation Law, when it went into effect July 1, 1915, called for the introduction into the governmental affairs of the state of an economic plan, distinctly an outgrowth of modern social conditions, that was entirely new to the business administration of the commonwealth. No principle, since the advent of statehood, twenty-eight years ago, has been injected into the jurisprudence of the state that has had a more revolutionary or far-reaching effect than this new, untried legislative act. Its enactment clearly evidenced the changed condition of public opinion governing the relation of employer to employe in this state, when the passage of a law that provided compensation for the unfortunate victims of industrial accidents was welcomed.

---

"Blow, bugles of battle, the marches of peace;  
East, west, north and south, let the long quarrel cease:  
Sing the song of great joy that the angels began,  
Sing of glory to God and of good will to men!"

—Whittier.

---

### CHANGED CONDITIONS.

A few years ago a proposition to create a liability for the employer, on account of an injury to one of his employes, for which he was not at fault, would have been more than revolutionary and would have met with the instantaneous disapproval not only of the bench and bar of the state, but of practically the entire body of our citizenship.

Now, our people reason that accidents are incidental to industrial enterprise and that the industry is responsible to the injured workman and should bear the cost of accidents, merely as an added liability, or a further part of the expense of operation, and that the question of who is to blame for an

accident is immaterial. The fact that an injury has occurred to a workman, in any line of employment, should be sufficient to immediately establish his right to receive compensation, regardless of how the accidental injury occurred.

Only a few years ago—about a half dozen—workmen's compensation laws in this country were nothing but theory and were considered but an experiment. While the principle had been in operation quite successfully in nearly all the countries of Europe for almost a quarter of a century, it had not reached to the practical point of application on this side of the water.

The first practical compensation law in this country was the one adopted in the State of New York in 1910, although Montana made an attempt at one in 1909. The decision of the Court of Appeals of New York State, holding that the law was unconstitutional, was rendered early in the year 1911 and caused a decided turn in the course which compensation thought was following at that time and resulted in the enactment in several states of what is termed "elective" or "optional" laws. In 1911, these laws were passed by ten states and since that time, first one state, and then another, has fallen in line, until now thirty-four states and two territories are operating under compensation laws, with the most marked success.

Montana was the twenty-seventh state to adopt a real compensation law, since which time seven states have enacted laws and four additional states have authorized commissions to prepare acts for submission to their respective state legislatures, at their next session. All of the so-called northern states, with the single exception of the state of Delaware, now have compensation laws. Of the states west of the Mississippi, all except North Dakota, New Mexico, Arkansas and Missouri, have compensation statutes. In the south, Louisiana, Oklahoma, Kentucky, Maryland and Texas have enacted laws, covering the principle of compensation, and as a number of the other southern states are considering the question it is safe to predict that within a very short time all of the old common-law principles relating to employers' liability will be abandoned in all the states of the Union and the principle of workmen's compensation substituted therefor.

"An old man, going a lone highway,  
Came at the evening, cold and gray,  
To a chasm vast and deep and wide,  
The old man crossed in the twilight dim.  
The sullen stream had no fear for him.  
But he turned, when safe on the other side,  
And built a bridge to span the tide.

'Old Man,' said a fellow pilgrim near,  
'You are wasting your strength with building here,  
Your journey will end with the ending day;  
You never again will pass this way.  
You've crossed the chasm deep and wide;  
Why build this bridge at evening tide?'

The builder lifted his old gray head—  
'Good friend; in the path I have come,' he said,  
'There followeth after me today,  
A youth whose feet must pass this way.  
This chasm, that has been as naught to me  
To that fair-haired youth may a pitfall be;  
He too, must cross in the twilight dim—  
Good friend, I am building this bridge for him!'"

—Author unknown.

---

### BASIC PRINCIPLE OF COMPENSATION.

The basic principle underlying workmen's compensation statutes, is that accidents are incidental to industrial enterprise and that their cost, occurring in any industry, shall become a part of the cost of the production in that industry, to the end that the consumer of the product will eventually bear the expense of same. This theory contemplates that the loss due to accidental injury is just as much a part of the cost of whatever article is being produced, as is any other loss, which might be occasioned either by the destruction of material, or through the breaking and wearing out of machinery and tools, and should become a regular part of the ordinary, overhead charge attending production.

The conclusion reached by such reasoning is that compensation paid to workmen, injured through an accident "arising out of and in the course of the employment," bears the same relationship to the cost of producing a commodity, as does any other cost, or expense, whether it be wages, raw material, broken machinery, or new installation or loss of equipment.

It all means that the industry, instead of the individual or the employer, shall bear the inevitable hazard of production and that a workman injured in the course of his occupation, shall receive some remuneration for the financial loss he suffers, without regard to the cause of the accident, and that the burden of the injury shall be borne and computed as an incidental and necessary expense of the business.

The courts have recently held that personal injury losses, not intentionally incurred, arising out of and in the course of the production of an article, are as legitimately an element of the fair, money cost of the production of a commodity as are expenditures for material, machinery, or wages.

It is a startlingly new doctrine that an employer, or the product that he is manufacturing, shall be charged with the cost of injury, regardless of where the fault may lie, and that the victim of the accident shall recover from his employer for the injury received, even though it may be caused by his own contributory negligence, or negligence of his fellow-servants, or through the inherent risk of his employment.

The old method of procedure, or recovery, was based on the question of fault and successful recovery by the injured workman was difficult and expensive through the tedious medium of court procedure. Oftimes recovery was made impossible by court rulings, which while grounded on established statutory provisions, were decidedly out of harmony with our present-day, progressive, humanitarian conception of justice. As against the uncertain, unsatisfactory method, we now have the fulfillment of the great objective of the new law, in that it affords, without recourse to litigation, a prompt and specific remedy, in the shape of compensation, for disability resulting from industrial injury.

---

The victim of an accident in one of the Butte mines, glanced thoughtfully at the caller's card.  
"I guess you're what they call an ambulance chaser,  
ain't you?" demanded the injured one.  
"That's rather a hard name, old man," replied the lawyer,  
blandly. "Why not call me a settlement worker?"

---

### THE OBJECT OF COMPENSATION LAWS.

The earnest, honest-thinking, forward-looking people of this great country long since reached the conclusion that the enormous waste attending the old method of disposing of industrial accidents was almost criminal. Under the operation of the old common-law system, which was marked by tedious uncertainty, the rule was long-drawn-out litigation, preventing relief at the time of greatest need, economic waste in lawyers' fees and court costs, disturbance of business and creation of hostility between employer and employee.

Accepted statistics indicate that the great majority of industrial accidents occur outside of the line of negligence or fault of the employer, and as a consequence, no redress or reparation was possible to the workman who was the unwilling, unwitting victim of accidental misfortune. In the consideration of ordinary industrial accidents it was next to impossible to determine where the fault or negligence should lie, or what was the proximate cause to be held responsible for the injury.

The inevitable result was that either an injustice was done the employer, by the natural feeling of the average jury to sympathize with an injured employee, or the judge, under well established rules of law, in taking worthy cases from the jury, caused many a widow to be turned away without a dollar, to a possible life of misery and want.

The operation of this old common-law system permitted continual abuses, as was too often evidenced by sympathetic juries rendering excessive damage verdicts, causing employers to leave the court-room bankrupt, even though they were in no wise morally responsible for the accident. As against this, cases of the same nature, appealed to the higher courts and reversed, left dependent orphans to the cold charity of the world.

---

The scheme of things since the world began,  
Has been planned for self in the brain of man;  
But the rights of men under primal law  
Required the Divine to remove the flaw.

Once might alone was the final test,  
And the stronger ruled as they thought best;  
For the weaker bowed when they lost their fight,  
Believing it true that might made right.

Regard for others the Master taught,  
When visions of service to earth He Brought;  
And this force at work in the world of toil  
Denies to the strong the right of spoil.

The might of all for the right of each,  
Brings the Golden Rule within human reach;  
And the world swings on in its path to light,  
Inspired by the maxim, "Right makes Might."

—J. E. KEMP, National Tube Company.

## COMPENSATION A LEGITIMATE EXPENSE OF INDUSTRY.

It is now universally conceded that we have reached a time when society recognizes that compensation laws are founded on the broad conception of the interrelationship existing between the employer, whose enterprise and capital are invested in the operation, and the employe, whose labor is necessary if the investment is to become profitable. The interests of each are absolutely identical and neither can be discriminated against by being compelled to bear the entire loss of accidents occurring in the operation of the industry in which they are jointly engaged.

Such a line of reasoning justifies the inevitable conclusion that equal justice to all demands that the industry shall bear the expense of accidents incident to its operation. The result will be a changed attitude toward industrial accidents, as there will be a pronounced and combined effort to prevent their occurrence, which after all, means far more than the payment of any compensation.

Industry is composed entirely of two groups, recognized as "employers" and "employees." The aims of both are selfish to a degree, as they should be, and both desire to profit by and through Industry, which will be the case when petty differences are ironed out, through obtaining a better understanding of each other and a fuller appreciation of the problems that beset one another. With the accident charge shifted from each of the groups to the Industry, it means a pronounced "ironing out" of one of the most prolific sources of misunderstandings and bad blood.

The past two years' experience of the Board fully demonstrated that the Compensation Law is acceptable to both employer and employe engaged in the several hazardous industries of the state. A similar satisfaction exists with the people at large, who are the consumers, and in the final analysis, the real bearers of the burden, or cost of compensation.

To the workman, the benefits of the Act are readily apparent, as he knows, the instant he suffers an accident, what part the Compensation Law will play in his case. To the employer, while he knows the cost of the individual accident, the yearly cost is problematical, but as against this is the

state of satisfaction of the employe, in the realization of prompt relief, which has proved a decided advantage in the conduct of the business. In this connection, the knowledge that the money paid out for compensation is not wasted in strife-breeding litigation is also a source of great satisfaction to the employer.

---

**GOVERNOR STEWART SAYS:**

"Men have come to realize that the sacrifice of life that has characterized our undertakings in the past was in large part preventable and therefore well nigh criminal. The employer has come to see that it is economy of the highest order to throw every possible safeguard around his employes. The worker, too, has been brought to a realization that his own negligence may easily render valueless every appliance installed for his protection, and that it is his solemn duty to observe every possible precaution."

---

**THE MONTANA ACT.**

Montana's law differs somewhat from the acts adopted by other states and in many respects is undoubtedly better than most of the others.

Montana has had much experience in the matter of workmen's compensation laws and the people have satisfied themselves that the old liability system of handling industrial accidents is wholly unsuited to present-day industrial conditions. This fact resulted in Montana trying out two different compensation acts, in addition to one proposed law that was initiated by petition and submitted to the voters of the state for ratification.

The first act, adopted by the Legislature of 1909, was one of the first attempts made in this country to enact a compensation law. It was found unconstitutional by the Supreme Court, on account of involving double liability. The second attempt at a law was repudiated by the voters at the 1914 general election, on the grounds that it was too drastic and far-reaching. The third, the one under which we are now operating, was designed to avoid the errors of the other two, and the wisdom derived from the former mistakes, together with the experience of other states operating under compensation laws, were the guiding lights in framing the present law.

The Act is the finished product of a most thorough and impartial investigation of the subject of workmen's compensa-

tion and is perhaps as good a law as human wisdom could devise, with the experience and data available at the time of its passage.

The designers of the Act fully realized that the old common-law liability procedure had outlived its usefulness and that, under its operation, every case was a gamble or a wager against the outcome of a lawsuit. Sympathetic juries meant big verdicts, while an equally meritorious case, poorly handled, generally resulted in nothing. They realized the meaning of statistics, which proved that in the year 1910 (preceding the passage of compensation laws), upwards of twenty-five million dollars were contributed by the employers of the country to insurance companies writing liability insurance, to pay for the carrying of their risks, as protection against accidents. They knew that less than one-fifth of that amount reached workmen who were injured or beneficiaries who were dependent upon them. They realized that such a condition indicated an economic waste of nearly twenty million dollars a year and that such a system could not be tolerated by any people, when once it was understood.

They were aware of the fact that liability insurance benefits the company writing it, and possibly the employer, but that it is really detrimental to the employe and his dependents and that while it possibly costs the employer less than compensation, yet it is better to incur the trifling additional cost under compensation because the money expended goes directly to the injured workmen, resulting in something vastly better than going to swell the coffers of attorneys or increasing the profits of casualty companies.

The experience of the past twenty-four months justifies the assertion that the Montana Act bears favorable comparison to the law in operation in any of the other states, containing as it does the best features existing in the acts of the majority of these states. One of the features of the Act that contributes to its superiority, is the fact that while it is elective, the conditions laid down for those who do not accept its provisions are so embarrassing that it practically means, in effect, that the Law is compulsory.

Of the thirty-four states and two territories now operating under compensation acts, twenty-six have adopted the elective form for private employers, of which eighteen are compulsory

as to public corporations. This leaves ten states that have selected the compulsory form for both private employers and public corporations. As indicated by the name, the "compulsory" law makes the compensation plan automatically binding upon all employers and employes alike who are engaged in what is recognized as a hazardous occupation. As opposed to this, an elective law permits the employer or employe to reject the compensation scheme offered and decide to be governed by whatever law or rule of liability exists under the common-law statutes of the state where the operation is being conducted.

In Montana, as in many other states, the provisions of the elective law are such that if the employer fails to elect to operate under it he is denied the defense ordinarily termed "common-law defense." Under our Act any private employer who fails to elect to operate under one of the three compensation plans provided has not much standing in court in the event of a damage suit against him by an injured employe. The Act specifically provides that in actions for damages, it shall not be a defense that the employe was negligent, unless such negligence was wilful, or that the injury was caused by the negligence of a fellow employe, or that the employe had assumed the risk inherent in, incident to, or arising out of his employment, or arising from the failure of the employer to provide and maintain a reasonably safe place in which to work. Consequently, it is not difficult to see that while the Montana Act is elective, it is to all intents and purposes actually compulsory.

The Montana Act offers special guarantee in the matter of security for the payment of compensation. It is evident that there would be little advantage in ordering the payment of compensation for the relief of an injured workman or his dependent if the employer ordered to pay it was unable to do so. The Act provides that compensation, consisting of fifty per cent of the wages, governed by the maximum and minimum provided in the Act, shall be paid monthly, and extend from one hundred and fifty weeks, as in cases of partial disability, up to four hundred weeks, as in cases of total disability, followed by five dollars a week in the latter case; during the remainder of the disabled employe's life. It is evident, therefore, that the injured employe is subjected to the risk that the employer, even though solvent to the high-

est degree at the time of the injury, might later on become financially unable to make or complete the payments ordered.

To guard against any such eventuality, the Law provides that all employers operating under Plan One, which grants employers permission to carry their own risk, must furnish satisfactory proof as to their financial ability to pay whatever compensation is likely to be charged against them, even to the extent of filing with the Industrial Accident Board whatever guarantee or bonds may be necessary.

When an employer does not want to furnish the security or guarantee required, then he must insure his risk with some insurance company authorized to do business in the state, which brings him within the scope of Compensation Plan Number Two, or he must insure his risk with the State Fund, which brings him under the operation of Plan Three of the Act.

This question is treated in various ways by the different states adopting compensation measures. In eight states, no guarantee for insuring compensation payments is required, while in seven states, the law requires that the payment of compensation shall be insured or guaranteed through the medium of a state fund, to the exclusion of any and all other methods. In eleven states, the law provides that private companies, only, shall have the right to issue compensation insurance.

Nine states have provided for the operation of a state fund, as well as for the issuance of insurance, through the medium of private companies.

Taken in its entirety, and considered from every angle, it is doubtful if any state in the Union is enjoying a better or more comprehensive act than the one under which the employers and employees of this state are operating.

There are undoubtedly some features of the Law that can be improved, but there is nothing to seriously menace the successful operation of the Act. There is a question as to the sufficiency of the compensation awards; also some employers question the wisdom of the provisions defining "inherently hazardous occupation" and specifying what is "non-hazardous."

Labor unions and workmen in some instances have raised the question of the possible injustice of the two weeks waiting period, during which time no compensation is paid. Many

have called attention to the provisions of the Law relating to amputations, with the suggestion that the "joint" as related to the point of amputation, should not be the governing feature, but that the portion or part of a member amputated should receive specific compensation and that when the point of amputation occurs between joints, that the amount of specific compensation should be in proportion. They also hold that disability should be paid for, in addition to the specific amount for the loss of any member amputated. Also that permanent disfigurement and likewise permanent partial impairment should be compensated in proportion to the percentage that it bears to total disability; that the loss of the use of a member, for ordinary purposes of earning a living, should be equivalent to the amputation of the member.

In considering the objections made, it must be remembered that the features objected to are identical with the provisions existing in the laws of the great majority of the states where the measures have passed beyond the experimental stage and have been approved by the people operating under the law.

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"What does it matter the work you do,  
So long as you do it well?  
What does it matter, the words you choose,  
If you have a tale to tell?  
And who shall sneer at the road you trod  
The day you reach your goal.  
And who shall ask what clothes you wore,  
And if they were patched or whole?

Oh we wreck our lives on the rocks of style,  
We stand on the shoals of sham,  
We put to sea in a painted ship  
And all of her sails we cram;  
And we seldom think are our timbers sound.  
But our chief concern's are we  
Aboard a vessel of graceful lines,  
And one that is good to see.

We choose our gaines for their uniforms  
Instead of love of play.  
We pick our friends for the things they own,  
Which is often the poorest way;  
We think too much of the kind of work  
The brothers about us do,  
And not enough of the service real  
They render to me and you.

We prate our creeds and we talk our views.  
Yet vain are our views and creeds,  
For the things we need are not finer thoughts,  
But finer and nobler deeds.  
And were you hungry and down and out  
And weary and sore-distressed  
Would you look at the stranger who brought you food  
To see if his pants were pressed?"

Edward A. Guest in Bulletin Illinois Steel Co.

## HOSPITAL AND MEDICAL SERVICE.

The experience of the past twenty-four months justifies the Board in asserting that if it can continue to have the moral and professional support of the medical fraternity of the state that it has had in the past, no complaint will lodge against the service rendered by physicians under the provisions of the Act.

It has been due to the efficient co-operation of the physicians of the state, as well as to the belief entertained that it was in the interest of economy, that no attempt has been made to create or organize a medical department to assist in the work of administering the Law.

It has been the policy of the Board, when medical aid is required, to consult the nearest available physician, and thus far the method has proved very satisfactory. During the two year period, 158 different physicians have been consulted and have rendered service to injured employes, at a total cost of \$4,693. It can readily be seen that the amount paid to different physicians for medical service rendered the state, under Plan Three, during the two years that the Law has been in operation, would not have been sufficient to cover the expense of a medical department, presided over by a salaried physician.

With but three exceptions, the physicians have been very fair in the matter of charges and have favored the state with a somewhat lower schedule of prices than those in ordinary usage. They appreciate the prompt payment received for the services rendered, and realize that if it were not for the compensation law, with its first aid provisions, it would be necessary for them to render practically the same services to injured employes, and in possibly a majority of the cases be compelled to charge the account off to charity.

Physicians handling cases are required to report frequently the condition of the patient and the probable time of disability. In a few isolated instances the Board has felt justified in questioning the physician's report covering the time of probable disability, and has insisted on the injured workman being examined by another physician, with the result that generally the judgment of the first physician has been substantiated.

Very few complaints have been lodged against doctors, relative to the treatment they have furnished injured employees.

Taken as a whole, the service rendered by the medical fraternity of the state gives no cause for complaint, as it has been eminently satisfactory in, comparatively speaking every case.

A great deal has been said pro and con regarding the matter of fees charged for medical treatment rendered injured employees by the different physicians serving the state under Plan Three, but this question will never afford much cause for friction, as the existence of the great number of hospital agreements between employers and employees in the state eliminates to a great extent the matter of the fees of physicians, under the two weeks first aid provision of the law.

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#### HEARD AT THE EAST HELENA SMELTER.

"Hello, Patrick, and its how yez are today?"  
"Fine, Moike, and its the top of the morning to you."  
"Hey, Patrick and phwat d'yez t'ink of the new pasteboard  
drinking cups they're after givin' us?"  
"Sure, Moike, and it looks to me like soon we'll be havin'  
spit on our hands wid an eye dropper!"

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#### HOSPITAL AGREEMENTS—EMPLOYES.

It is the prevailing custom, in the industrial field of this state, for employers and hospitals or physicians to enter into mutual contracts, subject to the approval of the men, for the care of the sick and injured employees. It is fair to assume that, of the seventy-three thousand workmen, engaged in hazardous occupations in the state at the present time, fully four-fifths are protected by hospital contracts, whereby they pay, generally, one dollar per month, for unlimited medical and hospital service. While this is paid for by the men themselves, and relieves the employers from providing first aid services, it is nevertheless the best investment that they could possibly make, and they are fully compensated for the amount they pay for this service, which aggregates in the course of a year nearly three-quarters of a million dollars.

The advantage to the employe in having the protection of a hospital agreement is very apparent. The first aid provisions of the Law provide only that in case of accident aris-

ing out of and in the course of the employe's occupation the employer shall furnish medical and hospital service, in an amount not exceeding \$50.00, for the first two weeks following the accident.

Consequently, if the accident is of a serious nature, such as the breaking of a leg, or a similar injury, after the first two weeks the injured employe is compelled to pay his medical and hospital costs from his own resources.

Also, the first aid provisions of the Law only cover accidents, while all hospital contracts include service for sickness as well. As the percentage of incapacity resulting from accidents is less than one-half of that resulting from sickness, it can readily be seen that it is decidedly to the advantage of the employe to be a member of a hospital agreement, which protects him in either instance for the full period of his misfortune.

Wherever possible, the Board has consistently urged employers and employes, applying to come under the Law, to arrange for hospital contracts for the protection of the workmen.

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"If we live as we should without creed or clan,  
And would help one another whenever we can,  
In rules of good Safety we also should pride,  
As daily we toil by each other's side,  
If word spoken kindly instead of vile curse,  
More good we would accomplish by Safety First.

If each of us practiced the golden rule,  
The way we all learned it in days of school,  
And from the motto of Safety we would not depart  
No hearts then would sorrow, no wounds that would smart.  
The good we would do more than gold would be worth,  
If all of us practiced good Safety First."

—Ed. Horn, Neenah Paper Co.

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### WAITING PERIOD OF TWO WEEKS.

Many employes maintain that the two weeks waiting period during which no compensation is paid, other than the first aid medical service heretofore referred to, is a hardship on the injured workman, who furnishes his own medical service through the medium of the hospital contract. This may possibly be true and the Law deserving of amendment in that particular, but the experience of the older states and countries has justified practically all of them in maintaining a

waiting period, during which no compensation is paid, the apparent object being to prevent loitering or malingering in any form.

States which experimented by eliminating the waiting period of two weeks found that the number of compensable accidents increased four-fold. Thereupon the waiting period was made one week, but the decrease in the number of compensable accidents was less than one-fourth. Upon changing back to the two weeks waiting period, the number immediately decreased three-fourths, thereby indicating that when there were only a few days to wait the tendency to linger along a few days more on half pay was too great to be resisted. The experiment also indicated that the great bulk of minor accidents require from one to ten or twelve days to bring about a complete recovery.

The fact that twenty-two states out of the thirty-four having compensation laws, also two territories, have adopted the two weeks waiting period would seem to establish the wisdom of allowing that length of time for an injury to develop and determine if it justifies payment of compensation.

There is only one state, Colorado, that goes beyond two weeks, and they have adopted a waiting period of three weeks. Seven states have one week, two states ten days, which leaves the states of Oregon and Washington with no waiting period; and as a great deal of their schedule of compensation is based on flat amounts, the matter of a waiting period is immaterial. Two states, Nebraska and Nevada, have waiting periods, and if disability extends beyond eight weeks the compensation is paid from the date of injury. One state, Wisconsin, has a waiting period of one week and pays compensation from the date of injury, when the disability extends beyond four weeks.

It is evident from the experience of the other states that the two weeks waiting period is the one given the general preference, and this would seem to indicate that Montana has the proper provision.

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A few days ago there rushed into a Helena police station a highly excited lad of a dozen summers, who was very much out of breath, when he gasped out to the officer at the desk: "You've got to come down to our street with an ambulance right now!"

"What's the trouble down there and why the ambulance?" asked the officer.

"Because" said the lad when he was able to speak, "Ma's located the woman that lifted our doormat."

### THE SCHEDULE OF COMPENSATION.

Considerable criticism has been directed against the compensation schedule, based on 50% of the employe's wages, governed by a maximum of ten dollars per week. Many hold that the award is inadequate and that on account of the high average scale of wages obtaining in the state the maximum allowance of ten dollars per week does not represent over 30% of the average weekly wage.

Out of the thirty-four states having compensation laws, twenty-two have the same basis of award, of 50% of the wages. Eight states base their compensation on from 55% to 66 2-3% of the wages, while three states have a flat rate, ranging from twenty-five dollars per month, as in Oregon, to thirty-five dollars, as in Washington, which will be noted are the states having no waiting period. The award in cases of total permanent disability, consisting of 50% of the wages for four hundred weeks, governed by the maximum of ten dollars per week, corresponds with that of fifteen other states, while ten have a lower and seven a higher award.

The possible amount that may be collected under our Act, for total permanent disability, exceeds that of any other state but two, due to the fact that the five dollars per week that must be paid, after the termination of the four hundred weeks at ten dollars per week, may amount to a comparatively large sum, as it is payable during the entire period of disability, or for the remainder of the injured man's life. It is possible for this to reach an amount as high as twenty thousand dollars, which would be the case if an employe, totally disabled at the age of seventeen by an accident resulting in an injury such as the loss of an arm and a leg, lived to the age of eighty-seven. There are now pending three cases of permanent total disability where each of the claimants, provided he lives to be sixty-eight years old, will have received in cash benefits, over twelve thousand dollars.

Very little criticism has been heard relative to the schedule of compensation providing for fixed amounts, covering specific injuries, such as the loss of an eye, a leg, an arm, or other members of the body. This schedule, like the wage schedule, is the same as in the majority of the states operating under compensation laws and is in excess of a number, and not be-

low any of the states. Therefore, it seems reasonable to conclude that the provisions of the Montana Act are well and properly balanced.

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"Says Old Man Safety, says he to me,  
It seems mighty queer, it does by gee,  
Fer to see a fellow with his hand tied up,  
His nose all squashed, and his ears in a muff;  
It sure looks to me as if he ain't done his work enough."  
—Safety Bulletin, Youngstown Sheet & Tube Co.

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## SUPREME COURT'S INTERPRETATION— MONTANA ACT.

The interpretation of the provisions of the Montana Law, relating to public corporations, was taken to the Supreme Court of the state for determination, with the result that the Court held that all such corporations, including the State, counties, cities, villages, incorporated towns and school districts and municipalities, were by operation of the Law automatically under Plan Three of the Act since it went into effect on July first, 1915.

The final determination of the question, as to whether the Law was elective or compulsory as to public corporations, was reached in the friendly actions brought, upon an agreed statement of fact, in the cases of the City of Butte and the County of Lewis and Clark, whose co-operation and assistance in the matter of securing an interpretation of the Act by the Supreme Court of the State on these provisions was very valuable and highly appreciated by the members of the Board and the public generally.

In the case of the City of Butte, Mr. Justice Holloway in delivering the opinion of the Court employed the following very expressive language:

"Speaking generally, the measure (Chapter 96, Laws 1915) is intended to provide compensation to workmen who are injured, or to dependents of workmen killed, in hazardous undertakings. It provides three plans for securing and making payments. The Act is intended to cover all hazardous employments, except certain special classes, which are excepted and which need not be considered here."

In delivering the opinion of the Court in the Lewis and Clark County case, Mr. Justice Holloway said:

"Liability and compensation statutes are not to be grouped together. They are the antipodes of labor legislation, having their foundation in essentially different social and economic ideas.

"The common law of England and America and the Civil Code of continental Europe furnished but a single remedy for a servant's injury—an action for damages in which it was made to appear that the negligence of the master was a proximate cause of the injury. The harshness of the rule was emphasized when there was ingrafted on it the defenses of contributory negligence. With the increased hazards consequent upon the use of high explosives, complicated and dangerous machinery, and the powerful agencies of steam and electricity, the percentage of injured employees having justiciable claims rapidly decreased, until relief was sought in liability statutes which modified or eliminated some or all of the common-law defenses. But whether the remedy was sought at common-law or under an employer's liability statute, the actionable wrong of the master, or actionable wrong for which the master was liable under the maxim *respondeat superior*, was the gist of the claim for damages and the basis of any right to recover. Experience demonstrated that more than one-half of all industrial injuries resulted from inevitable accident or from the risks of the business for which no one could be held responsible; that neither the common law nor employers' liability statutes furnished any measure of relief to more than twelve or fifteen per cent of the injured, and that further appreciable improvement from the modification of existing laws could not be expected so long as the element of negligence was the foundation of legal liability.

"Workingmen's Insurance and Compensation Laws are the products of the development of the social and economic idea that the industry which has always borne the burden of depreciation and destruction of the necessary machinery, shall also bear the burden of repairing the efficiency of the human machine without which the industry itself could not exist. The federal government, the majority of the states, and the canal zone now have measures for the relief of injured workmen. Each system seeks the same ultimate end, but by somewhat different means and 'workmen's compensation' is a term sufficiently comprehensive for all practical purposes, to include both. The fundamental difference between the conception of liability and compensation is found in the presence in the one, and the absence from the other, of the element of actionable wrong. The common-law and liability statutes furnished an uncertain measure of relief to the limited number of workmen who could trace their injuries proximately to the master's negligence. Compensation laws proceed upon the theory that the injured workingman is entitled to pecuniary relief from the distress caused by his injury, as a matter of right, unless his own willful act is the proximate cause, and that it is wholly immaterial whether the injury can be traced to the negligence of the master, the negligence of the injured employee or a fellow-servant, or whether it results from an act of God, the public enemy, an unavoidable accident, or a mere hazard of the business which may or may not be subject to more exact classification; that his compensation shall be certain, limited by the impairment of his earning capacity, proportioned to his wages, and not dependent upon the skill or eloquence of counsel or the whim or caprice of a jury; that as between workmen of the same class who suffer like injuries, he shall receive the same compensation, and that, too, without the economic waste incident to protracted litigation and without reference to the fact that the injury to the one may have been occasioned by the negligence of the master, and to the other by reason of his own fault."

The Supreme Court's decision cleared the atmosphere, with the result that all of the counties, cities and incorporated towns of the state, with the single exception of the city of Helena, promptly submitted the amount of their payrolls, covering employees engaged in hazardous occupations, and remitted the amount of their assessments, which in each instance was only a nominal amount. All of the then forty-

one counties of the state promptly complied with the provisions of the Law and have enjoyed its full protection by paying assessments covering the entire two year period, ranging from the lowest, in the case of Wibaux County, with a total payroll of \$6,385.64, against which the premium paid into the Industrial Accident Fund has been \$58.83, up to the highest contributor, which is Lewis and Clark County, with a payroll for the two years of \$179,836.06, calling for a premium assessment of \$1,543.75.

The matter of protection to the employes of the state engaged in hazardous work is still unsettled and may have to await the action of the courts, as the State Board of Examiners question their authority to pay out state moneys for premiums, without a special appropriation for that purpose.

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"Pat," did you know that Mike is going to sue the company?"  
"No," replied Pat, "how did Mike get hurted?"  
"Well", said Dennis, "he was carrying a piece of iron on his shoulder and the whistle blew and he dropped it on his foot."

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### CHOICE OF THREE PLANS PROVIDED.

Under the provisions of the Montana Act the employer, except public corporations, is given his choice of any one of three plans. He can elect to come under the protection of the Law through the medium of whichever one of the plans suits him best. In providing these three plans the Legislature evidently selected from the various states operating under compensation laws the very best features obtainable, for the purpose of giving the employer a wide range of choice of mediums through which he could secure the benefits of the Act, and in so doing decided on the three plans which the Law offers, which cover three distinct business angles.

All three of the plans are exceedingly comprehensive, providing as they do that the employer can carry his own insurance, taking the risk himself, and paying out his own money directly to his injured employes; or he can, if he prefers, arrange with an insurance company to do the work for him, by paying them an agreed premium charged for the service;

or he can carry the risk with the state, through the medium of contributions to the Industrial Accident Fund, representing the actual cost of the accidents occurring under the plan. Any one of the three methods is logical and comprehensive and answers the purpose of the Law from every viewpoint.

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"I'm not supposed to do that," said he  
When an extra task he chanced to see;  
"That's not my job, and it's not my care,  
So I'll pass it by and leave it there."  
And the boss who gave him his weekly pay  
Lost more than his wages on him that day.

"I'm not supposed to do that" he said,  
"That duty belongs to Jim or Fred."  
So a little task that was in his way  
That he could have handled without delay  
Was left unfinished; the way was paved  
For a heavy loss he could have saved.

And time went on and he kept his place  
But he never altered his easy pace,  
And folks remarked on how well he knew  
The line of the task he was hired to do;  
For never once was he known to turn  
His hand to things not of his concern.

But there in his foolish rut he stayed  
And for all he did he was fairly paid,  
But he was never worth a dollar or more  
Than he got for his toil when the week was o'er;  
For he knew too well when his work was through  
And he'd done all he was hired to do.

If you want to grow in this world, young man,  
You must do every day all the work you can;  
If you find a task, though it's not your bit,  
And it should be done, take care of it;  
And you'll never conquer or rise if you  
Do only the things you're supposed to do.  
—Edgar A. Guest.

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### PLAN NUMBER ONE—SELF-INSURANCE.

Plan Number One, which is generally called "self-insurance" is in operation in the majority of states having compensation laws, and provides that the employer can carry his own risk and pay the compensation which accrues to his injured employee directly to him, or in case of death, to his beneficiaries. It is necessary for the employer to satisfy the Board as to his solvency and ability to pay whatever compensation is likely to be charged against him during the current year.

Since July first, 1915, covering the past twenty-four months, 93 employers applied to come under Plan One, of which number 65, who in the year 1915 employed, as far as reported, 22,185 men (but who now employ in all probability,

more than double that number) qualified and completed their election to operate under this plan. Twenty-two employers who filed application to come under the Law through the medium of this plan were unable to satisfy the Board as to their solvency. Consequently their applications were returned, with the recommendation that they elect to operate under Plan Two of the Act. This suggestion they complied with and as a consequence their names do not appear in the list of rejections elsewhere tabulated in this report. Six applications to come under the plan were denied because the occupation that the employer was engaged in was not "hazardous," as defined in the Act. Two were denied admittance on account of being outside the jurisdiction of the Law, as their operations were within the boundaries of the Glacier National Park.

Fourteen of the employers now operating under this plan have been required to give security in the form of guaranty bonds for the payment of whatever compensation may be charged against them. During the past three months, six of the employers operating under Plan One withdrew from active business, with the result that at the close of the fiscal year only 59 employers are operating under this plan.

For the two-year period ended June 30, the employers operating under Plan One paid out in compensation, including 123 lump sum death settlements and 358 burial expenses, the sum of \$631,906.67. A careful estimate of the claims pending or awaiting settlement under this plan indicates an amount aggregating about \$190,000.00. This excessive amount in unsettled claims is due to the North Butte disaster, occurring June 9, or only twenty-one days before the end of the fiscal year, and it was not possible to reach a final settlement in more than one-third of the claims. The remainder of the claims filed are therefore in the pending list at the end of the year, June 30, at which time many claims had not even been filed, as all the bodies of the victims had not been recovered up to that date. Adding this liberal estimate of \$190,000.00 to the amount already paid, makes a total of \$821,906.67 as the compensation liability for the two years under Plan One.

This total compensation cost, computed on the partially reported payroll for the two years of \$75,142,611.00, indicates an accident cost of a trifle over one per cent of the payroll.

If computed on the actual payroll in existence at the present time, or up to June 10, when the Butte labor trouble started, it would likely show that the cost to the employers under this Plan has been less than three-fourths of one per cent of the present yearly payroll, which it is safe to say must be over fifty millions. The payroll reports that we have in hand do not cover any of the payroll conditions of the present year, but date back in the majority of cases to the payrolls of 1915. In a few instances reports received from some employers during the month of June give the amount of their payroll for the year 1916, but as stated, our payroll records are complete only for the year of 1915, which was an "off" year, as compared with 1916 or the present year.

From the data and information on file, which is absolutely correct, to the minutest detail, in the matter of money that has been paid out on account of compensation, funeral and medical expenses, and is also absolutely exact as to the amount of payrolls reported for the year 1915, and in some instances for the year 1916, the figures show a payroll in excess of forty millions, which, in view of the industrial conditions which existed in 1915, and for part of the year 1916, justifies the assumption that the payroll for the present year will amount to a figure considerably in excess of fifty millions. It is only fair to take this payroll for estimate purposes, because it is under it that the accidents have occurred and the compensation has been paid, and the amount that it is necessary to pay in compensation is certainly governed by the number of men working, which goes to make up the payroll.

Assuming the annual payroll to amount to the figures stated, it would mean that the percentage of cost on the amount that has been contributed for compensation purposes, under Plan One, would be less than three-fourths of one per cent. These figures, showing as they do that the cost to employers operating under Plan One has been only about seventy cents on each one hundred dollars of payroll, clearly proves the wisdom of the 65 operators in question carrying their own risk under this plan. In addition to indicating a very cheap insurance cost to the employer, it also discloses the very gratifying fact that the accident record has been low despite the North Butte catastrophe, with its 163 fatalities.

"Don't yez know how to drive a nail without mashing your thumb?" gleefully inquired the hod carrier of the injured carpenter.

"No," retorted the carpenter, hotly, "and neither do you."

"Shure Oi do," returned the hod carrier, "hold the hammer with both hands."

—Illinois Steel Co.'s Safety Bulletin.

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## PLAN NUMBER TWO—INSURANCE COMPANIES.

Plan Number Two provides that employers electing this plan shall insure their liability to pay compensation, by taking out a compensation policy with any insurance company authorized to transact business in the state. Employers to the number of 1,141, who in the year 1916 employed 16,110 men and who (judging from the partial payroll reports so far received for 1917) are now employing fully 23,00 men, completed their election to come under the Law through the medium of Plan Two, representing a payroll of \$27,039,852.00.

In addition to the 1,141 employers who qualified to come under the Act through this plan, the Board found it necessary to reject the applications of 187, on the ground that they were not engaged in hazardous occupations as defined by the Act, and that they could only come under the Law through the medium of Class 27, Plan Three, by the mutual consent or joint election of both employer and employe. As 373 employers have retired from active business since the Law went into effect, and permitted their insurance policies to lapse, it means that there has been a total of 2,074 employers who selected Plan Two of the Act, of which number, as stated, there are, at the end of the fiscal year, 1,141 with active insurance policies, entitling them to the privilege of operating under Plan Two of the Act.

The rejected applications represented employers engaged in various non-hazardous pursuits, embracing the operations of hotels, general merchandise stores, hay, grain and feed dealers, general commission merchants, confectionery stores, cigar dealers, fruit and produce dealers, real estate agencies, restaurant keepers, implement dealers, and various other non-hazardous pursuits, as shown in the tabulated list of rejected applications, found elsewhere in this report.

The employers accepted under this plan have paid in premiums to the insurance companies, as shown by the policies filed with the Board, approximately \$573,078.

The report filed in pursuance of statutory provisions with the State Auditor, under oath, by all the insurance companies doing business in the state, shows that up to January first, 1917, there had been collected by the insurance companies on compensation policies \$430,569.41, and that there had been paid by the same companies, in compensation, \$87,841.03.

These are the actual figures, sworn to by the insurance companies and filed according to law, with the State Auditor, on or before March first of each year, covering the business of the preceding year, and shows that out of the amount of premiums collected, of \$430,569.41, they had paid in compensation \$87,841.00, or about twenty per cent of the amount of the premiums collected. While this would seem to indicate that out of every \$5.00 collected in premiums from the employers, by the insurance companies, only \$1.00 has been paid out in compensation; yet, it is not quite correct, as the pending claims are not accounted for in the amount reported as having been paid out up to the first of the year 1917.

However, the records of this Department very readily supply this deficiency and for comparative purposes, in bringing the record up to June 30, 1917, it would be fair to add to the collected premium amount reported, \$142,509.50, to represent the amount collected for the past six months. This is adding an amount less than that collected for any other six months' period since the Law went into effect. Therefore, it is fair to the insurance companies, and indicates a total premium collected of \$573,078.91. As against this, the reports of the insurance companies show expenditures for compensation up to January first of \$87,841.03, to which we can add \$43,530.09, (the exact amount paid out since January 1), making a total of \$131,371.12, representing the actual and exact amount paid out by the insurance companies in compensation, up to June 30, 1917. To this can be added the liberal estimate of \$32,000.00 for pending claims, which would make a total of \$163,371.12, which, deducted from the premiums collected of \$573,078.91, shows a profit difference of \$409,707.79 out of the total premiums paid of \$573,078.91.

These figures indicate that out of every \$5.00 paid in by the employer in premiums, \$1.50 has gone to pay compensation and \$3.50 has gone to the private account of the insurance companies. The employers under this plan evidently

have been carrying a heavy financial burden, as compared to the accident cost they have incurred.

Judging from the figures submitted, also from the premium rates disclosed by the policies that have been filed with the Board, it would be fair to assume that an average rate covering the risks under Plan Two would exceed two and one-half per cent of the payrolls upon which they are computed. The largest risk covered under the Plan, where the payroll shows an aggregate of over \$300,000.00 every month, has a premium rate in excess of four per cent, or \$4.00 on each \$100.00 of the yearly payroll. Therefore, it can be reasonably concluded that the average rate charged and collected by the insurance companies under this plan will reach two and one-half per cent on the entire payroll, which, figured on the partial payrolls reported of \$27,039,852.00, would indicate a total of over \$600,000.00 that has been collected in premiums by the insurance companies under this plan for the past two years, which figures are undoubtedly nearer correct than the amount used above, of \$573,078.91, as representing premiums collected.

Since July first, 1915, the thirteen insurance companies carrying risks under this plan have paid out in compensation, burial, medical and hospital expenses, as has heretofore been stated, the amount of \$131,371.12, and a careful estimate of all pending claims existing under this plan up to June 30, 1917, indicates that \$32,000.00 will be ample to liquidate these, making a total of \$163,371.12, as the amount of total liability for compensation cost under this plan, which, computed on the reported payroll of \$27,039,852.00, indicates an actual accident cost of a little over one-half of one per cent of the payroll. As in Plan One, this indicates the same gratifyingly low accident record.

The actual accident cost under this plan, of a little over one-half of one per cent, compared with the premium cost of over two and one-half per cent of the payroll, would indicate the necessity for a substantial reduction in the prevailing insurance rates, which undoubtedly will be the case, as that is the policy that has always been pursued by insurance companies when their accident experience demonstrates that the rates charged are exorbitant and excessive.

As there are nearly twice as many employers under Plan Two as under both of the other plans combined, it indicates that insurance cost is a vital feature of our Workmen's Compensation Act. It is evident that the actual cost of compensation to almost two-thirds of the individual employers of the state is determined by the rate of premium charged by the insurance companies. Therefore, the public is entitled to know whether the rates at present charged are fair and reasonable or whether in the aggregate they are more than the cost of legitimate insurance protection justifies.

This is a matter for the employer to determine for himself. The figures given represent the actual facts and records covering the two years just completed and clearly indicate that the insurance rates are too high. Nevertheless, the figures are given to the public for just what they are worth, as they have been taken from the record in every instance and represent the actual, undisputed facts, covering the two years' experience under the Act.

In this connection, it is of course possible that it would not be safe to accept as conclusive the experience of only two years operation under the Act and an abundance of precaution might justify waiting for at least another years' experience, or possibly two, before accepting the results of the two year experience of the Act in this state, to the exclusion of data compiled by insurance carriers in other fields. Nevertheless, as stated, the actual, absolute facts are as submitted.

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—IF—

If you keep your head when all about you  
Are losing theirs and blaming it on you;  
If you can trust yourself when all men doubt you.  
But make allowance for their doubting too;  
If you can wait and not be tired by waiting,  
Or being lied about, don't deal in lies,  
Or being hated don't give way to hating,  
And yet don't look too good, nor talk too wise;

If you can dream—and not make dreams your master;  
If you can think—and not make thoughts your aim,  
If you can meet with Triumph and Disaster  
And treat those two imposters just the same;  
If you can bear to hear the truth you've spoken  
Twisted by knaves to make a trap for fools,  
Or watch the things you gave your life to, broken.  
And stoop and build 'em up with wornout tools;

If you can make one heap of all your winnings  
And risk it on one turn of pitch-and-toss,  
And lose, and start again at your beginnings  
And never breathe a word about your loss;  
If you can force your heart and nerve sinew  
To serve your turn long after they are gone,  
And so hold on when there is nothing in you  
Except the Will which says to them: 'Hold on!'

If you can talk with crowds and keep your virtue,  
Or walk with Kings—nor lose the common touch,  
If neither foes nor loving friends can hurt you,  
If all men count with you, but none too much;  
If you can fill the unforgiving minute  
With sixty seconds' watch of distance run,  
Yours is the Earth and everything that's in it,  
And—which is more—you'll be a Man, my son!  
—Rudyard Kipling.

### PLAN NUMBER THREE—STATE INSURANCE.

Plan Number Three, generally referred to as "State Insurance," provides that all employers operating under the Law, through the medium of that plan, shall pay into the Industrial Accident Fund a certain premium, based on a fixed rate of their annual payroll. This plan has not proved as attractive to the employers as Plan Two, for only 718 employers, with 9691 employes, have chosen to operate thereunder. Several applications were rejected on account of the occupations being non-hazardous, all of which, with one exception, qualified later under Class 27 of this plan, by the joint election of employer and employe, as being engaged in a "non-hazardous" occupation.

The apparent discrimination against Plan Three may be accounted for in a great measure, by the fact that no agents solicited business, as was done under Plan Two. Nevertheless, the plan has made a splendid showing for the year and in spite of the adverse conditions from which it has suffered, its financial record is remarkable.

The net premiums paid by the 718 contributors insured under this plan, including a few small unpaid balances, amount to \$73,050.08. This amount has been contributed through the medium of four assessments levied during the two year period upon a total reported payroll of \$9,589,932, which represents a premium cost to the employers of less than one per cent of their payroll.

The state has paid out in compensation of all kinds, in behalf of these employers, \$41,542.87, with pending claims aggregating about \$11,500.00, making a total liability for the two year period, computed upon a total reported payroll of \$9,589,932, indicates an accident cost under this plan of less than two-thirds of one per cent of the payroll, which is certainly a gratifying record and indicates even more forcibly

than the accident history under the other two plans the low accident ratio that has governed.

As stated, only four assessments were levied under this plan for the entire twenty-four months, at a total cost to the employers of less than one per cent on their payroll, which perhaps represents as low an insurance cost to employers operating under compensation laws as exists anywhere in the world. Yet, despite this low premium cost, a surplus of \$20,000.00 has been accumulated in the fund, which equals nearly one-half of the amount that has been paid out during the past two years.

Either the Fates have been exceedingly kind to the employers operating under Plan Three, or those who heretofore figured the cost of compensation insurance in this state committed a grievous error. The accident cost under this plan indicates that the premium rates fixed by the Legislature for Plan Three are, like the insurance companies' rates, too high; but the equalizer under Plan Three exists in the authority given the Board to pass the monthly assessments when the money is not needed.

The experience of the past two years would justify the Board in lowering, by at least one-half, the rates that are scheduled in Section 40 (a) of the Act, for less than one-third of the scheduled yearly rate has been invoked in the shape of assessments for each year. It is evident that the Legislature was fully aware of the fact that the schedule of premium rates adopted was too high, and as a controller or equalizer therefor provided in Section 40 (e) that the Board should pass the monthly assessments whenever the Industrial Accident Fund contained a sufficient balance to meet the compensation requirements for that month.

It is evident that the schedule of rates laid down in the Law is more or less advisory and in reality only governs as to the maximum that can be charged during any one year.

If the experience of the year indicates that the rate is too low, then the Board has the right to raise the rate for the next succeeding year. On the other hand, by passing the monthly assessments, when these are not necessary, the result is equivalent to an automatic reduction of the premium rates laid down in the Act. The passing of assessments each year has had the effect of reducing the rates to one-third of their face amount.

Plan Number Three, through the medium of the State Accident Fund, can and does afford the employer a lower rate of insurance than is possible on the part of private companies, due to the fact that all commissions and overhead costs of all kinds are eliminated. It is of course possible that in the ordinary nature of things this might in time lead up to a monopoly of this form of compensation insurance. It is doubtful if such an eventuality would be beneficial, for the best results will likely be reached by retaining those provisions of the Law which afford the employer the widest range of choice in the placing of his insurance. The greatest latitude should govern just so long as the underwriter, or the party furnishing the insurance, is strong financially and prompt and fair in the settlement of compensation claims. There is no reason for friction between the different plans. Each has its field and the competitive features that each one hold as against the others constitute a healthy condition that is productive only of good.

It was predicted by many who were opposed to the plan of State Insurance that the operation of Plan Three would prove a failure, but with all due respect to those prophets, they were decidedly ill-informed. The record made under the plan for the past two years indicates that even if it did receive all the "bad risks" the grave fears entertained by the skeptics relative to its success have not been realized. On the contrary, the plan has met all the demands made upon it, promptly, and has grown steadily throughout the entire period of its existence, and has furnished protection to the employer at a considerably lower cost than has been enjoyed under Plan Two.

It is the judgment of the Board that the creation of Plan Number Three was an exceedingly wise provision on the part of the Legislature and one that the employers of the state will continue to be grateful for, as it will guarantee them low rates and fair dealing on the part of the insurance companies.

In considering the question of comparative cost to employers for the protection afforded, under the different plans, it is well to bear in mind that the cost, especially under Plans One and Three, is governed entirely by the accidents that happen. In this connection, consideration should be given to the fact that in extensive metal mining districts, such as Silver Bow County, and coal mining districts, such as Carbon, Mussel-

shell, and Cascade counties, with their enormous forces of workmen constantly employed in hazardous work, a catastrophe is possible, although not likely, to occur at any time.

Despite the fact that precautionary measures of every kind are constantly made use of, calamities will happen, against the occurrence of which there is apparently no possible protection. As a consequence, it is somewhat difficult to take these future possibilities into consideration, in computing figures intended solely for comparative purposes. Nevertheless, the contingency of possible catastrophes should not be overlooked, as it is entitled to much weight.

The past two years operation has witnessed three of these disasters. First, the powder explosion at the collar of the Granite Mountain shaft, on October 8, 1915, when 16 men lost their lives; second, the fire at the Pennsylvania Mine, which started February 14, 1916, and which was attended by 21 fatalities; and the third, consisting of the terrible holocaust in the North Butte properties, on June 8, last, when 163 men met death underground, on account of the smoke and gases liberated by the fire, which started at the 2800 foot level in the main hoisting shaft.

Were it not for these three disasters occurring to the employers operating under Plan One of the Act, the accident cost under that plan would have been considerably less than one-third of one per cent of the yearly payroll. The three accidents referred to are the worst that have occurred in the history of the State, and the one which occurred three weeks ago in the North Butte properties is the worst in the history of metal mining in the United States, and it is reasonable to suppose that there will be no repetition of same, for many years, if ever. We take the liberty of quoting from the June "Anode," which describes the accident as follows:

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"Never before in the history of Butte, or of the metal mining industry, has any disaster been marked by such great loss of human life as that which occurred as a result of the fire at the Speculator mine of the North Butte Mining Company on the night of June 8th. Tragic in its circumstances, it brought immeasurable grief to many families, and has deeply affected the whole community.

In this, as in so many other cases, the cause of the disaster was a trivial and accidental action. An electric power cable was being carried down the Granite Mountain shaft on a messenger rope when the cable slipped, and in the fall the lead covering was torn from a considerable portion of the cable, exposing the oiled fabric insulation. In cutting away the cable

to remove it from the shaft, a light was placed too near the cable, setting fire to the oiled insulation. Almost instantly this inflammable material burst into a mass of flames which set fire to the shaft timbers, and as the shaft was a down-cast air course the smoke and gases were quickly carried into the mine workings.

The men who were working on the cable were unable to put the fire out, and they at once started to warn the miners. At that time about 400 men were at work in the mine. Many of them started towards the Granite Mountain shaft through which they had been lowered into the mine, but the fire was then burning so fiercely that they could not be hoisted. About 200 men made their escape through connections to other mines, and nearly 200 men were caught.

The gases also entered the workings of the adjoining High Ore, Diamond, and Badger State mines, of the A. C. M. Co., but the shifts of men working in them were safely hoisted."

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Pat read in a newspaper the fact that "every tenth man is killed or injured" and exclaimed "begorra I won't be the tenth man, thin."

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## MONTANA'S LOW ACCIDENT COST EXPLAINED.

During the year 1916 the employers operating under the Act, numbering 1,918, reported a total of 48,502 employes, which, as has been explained, does not represent the actual number of employes now operating under the Act, for the reports quoted from, in the majority of instances, only cover the employers reported for the year 1915, which, as has been stated, was an "off" year in the industrial operation of the state. By careful estimates it has been determined that the employes now operating under the law number 73,000, of which 8,325, or 11 per cent, were injured during the past twelve months. Of the 8,325 injured, 307 were fatally injured, 10 permanently totally disabled, 184 permanently partially disabled, and 7,822 temporarily totally disabled, of which number 1,461 received compensation and 6,391 returned to work before the expiration of the two weeks waiting period and received only the medical and hospital attention provided by the Act.

There has been paid out in compensation, medical and hospital fees, for the two years ending June 30, 1917, \$804,168.31, which has gone to 15,127 injured employes, in payment of

medical and hospital services, and compensation on account of loss of earning power and to beneficiaries and dependents, due to the accidental death of husbands, sons, fathers and brothers. The pending claims under all plans will call for an expenditure aggregating about \$231,500.00, making a total liability for the twenty-four months of \$1,035,668.00, or a constant, average payment for the period of about \$1500.00 a day.

Of the total number of accidents reported for the two years, numbering 15,127, there were 443 fatally injured, 13 permanently totally disabled, 273 permanently partially disabled, 14,398 temporarily disabled, of which number 2,862 received compensation and 11,536 returned to work before the expiration of the waiting period of two weeks.

Out of the 443 fatal accidents, compensation amounting to \$419,912.31 was awarded in 130 cases, where cash lump sum settlements were permitted, and \$32,225.00 was paid or contracted for, on account of funeral expenses, in connection with the fatal cases reported, which represents the \$75.00 allowed by the Law in each case. The actual funeral cost for the 443 accidental deaths aggregates a little over \$91,000.00. The average expense of funerals for the first year was \$350.00. The second year the average cost was reduced to less than \$175.00, or one-half of the former amount.

Compensation to the amount of \$38,559.38 has been paid out so far on account of the 13 cases of total permanent disability and \$76,053.79 on account of the 273 cases of permanent partial disability; and to the 2,862 cases of temporary total disability there has been paid out, up to date, \$210,313.-89, on account of incapacity or loss of time.

For medical services, there has been paid a total of \$33,-047.84, which it will be remembered is exclusive of the cost of hospital contracts, or agreements, which are held by fully four-fifths of the employes operating under the Act, and as heretofore stated, the workmen have paid out for this service during the past twenty-four months something like a million and a half dollars.

It will be noticed that of the 443 fatal accidents occurring since the Law went into effect, twenty-four months ago, 164 cases have been settled by awarding compensation to beneficiaries and dependents, of which 130 were in the form of a cash lump sum settlement, as provided by the Act, leaving 34

drawing monthly compensation, by reason of the refusal of the Board to grant petition for conversion of monthly payments into lump sum. This leaves 279 cases, out of a total number of 443, of which 218 had no beneficiaries or dependents and as a consequence no claim for compensation was filed. These cases, with 57 cases now pending and 4 cases that were rejected, make up the total fatalities.

These figures indicate that out of a total of 73,000 workmen, 3,591, or about 5%, were injured sufficiently to draw compensation, including death benefits, and that the amount of same is \$1,035,668.00, or an average of about \$300.00 each.

Judging by the record existing in this state, it is safe to say that under the old liability system not over ten per cent of the victims of these accidents would have had any standing in court and if that number were able to reach a hearing before a judicial tribunal not more than one-fourth would receive a verdict, which would reduce the number recovering anything, to a possible ninety. Computed on the basis of the average personal injury verdicts that have been secured in the industrial field of Montana it would mean not to exceed \$2,000 in each case, or a total recovery of not more than \$180,000.00, as against over one million that has been received under the compensation system. Yet it is doubtful if the cost to the employers, in paying this enormous sum for compensation, has exceeded what they would have incurred under the old system, with its heavy court costs and expensive army of high-priced attorneys.

The figures submitted in this report clearly prove that the cost of compensation has been exceedingly low, especially under Plans One and Three. Many theories have been advanced in explanation of the low accident cost, which has been very light under all three plans since the Compensation Law went into effect. It is the judgment of the Board that the real and true cause back of these gratifying figures rests in the fact that all of the employers and employes of the state have been and are now engaged in a most active rivalry to surpass in the "Safety First" propaganda.

This movement has most fortunately succeeded in securing a firm foothold among all the workmen of the state, as well as their employers. This is evidenced by the cash prize inducements which are being held out to foremen and superin-

tendents in charge of mines, smelters, mills and all industrial plants, by the owners, for the best record covering accident prevention. In some instances, this cash prize represents almost as much money as the salary the man receives. The answer to this work is clearly recorded in the accident reports received by the Board.

Aside from the humanitarian feature involved, accidents now cost a certain amount of money and represent a fixed feature of the expense. The manager in charge of operation, as well as the superintendent under him, and the foreman directing the individual efforts of the men, are now held to a strict accounting for results in the safety line. Formerly, the record was made up of the number of tons of ore extracted, the amount of ground broken, or the quantity of logs scaled. But now, the cry of "rock in the box" no longer governs, from the collar of the shaft to the sill of the lowest level, but instead, the watchword is "safety first!" The result has been as pronounced and inevitable as it has been gratifying and commendable.

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Mike Daily, with a brogue, recently presented himself to Judge Matthews, of Townsend, for his naturalization papers.

"Where were you born?" asked the Judge.

"In Ireland," said Daily.

"How long have you lived in this country?"

"Eight years."

"What is the form of government in this country?"

"Republican form of government."

"Who is President of the United States?"

"Woodrow Wilson."

"Who was President of Ireland when you left there?" said the Judge.

"Begorra, I war, till I left there," coolly observed Mike. He got his papers.

## THE PRICE OF SAFETY FIRST

A withered hand had old man Stripe,  
An' a wooden leg an' a corn-cob pipe,  
An' he says, says he: "Mabbe you don't see  
Why the Good Lord makes such men as me—  
Once good as any in the wide, wide land.  
Now, a wooden leg and a withered hand?"  
In the sawdust box he spat his cud,  
An' knowin' old Stripe as I knowed him—good—  
I says to myself, to myself says I,  
A lookin' the old man straight in the eye,  
With my feet on the stove as I contemplated:  
"There's a story comin'." So I sat and waited.

"I've done much work in my day," says he,  
"But it struck me first at Sault Ste. Marie.  
Just as sure as kegs ain't ostrich eggs,  
I'd still be havin' my own two legs  
If I hadn't forgot, like a blitherin' shoat,  
That the little things is what gets your goat.  
A makin' car wheels—not savin' men,  
'Production, Production' was the boss' yell;  
The injured. Why, the injured kin go to H—L!"

"Well, the ladle truck, gosh! a thousand times,  
Had passed me safely, I opines,  
Until one day I threw away  
My ole cob pipe, and let 'er lay  
Near the ladle track. Do you think I knew  
What a little thing cuts your leg in two?  
Well, the ladle truck comes a rollin' by  
An' I stepped aside, sort o' quick and spry.  
But stepped on the pipe, it rolled in the san',  
An' the boys picked up a one-legged man.  
An' eight weeks o' ponderin' on the soft bed springs,  
Convinced me it pays for to watch the little things.

Havin' learned a good lesson and lost a good leg,  
I went to Allegheny with my ole wooden peg,  
An' worked. I did, like a happy little kid  
In a san' pile buildin' of a pyramid.  
My job was runnin' a crane, By Gee;  
In a whoopin' big cast iron stove foundry.  
But the guard come off o' the switch one day  
An' I didn't fix it. It didn't pay;  
I'd seen cranes run many ways, old pard,  
I'd seen 'em run with and without a guard,  
An' I never had seen any difference,  
Betwixt the two ways in accidents.

But while I was watchin' somethin' else in the shop  
I put my ole arm on the switch, ker flop!  
An' the juice that cum through my arm, by gum!  
Was enough to have knocked T. Roosevelt dum'.  
I finally got better, but my ole arm swung  
In the breeze at my side like a man bein' hung.  
An' my wife an' my kids would o' died of starvation,  
If my friends hadn't gimme, for a little cultivation,  
This here lot. Still, I haven't lived in vain.  
My ole wooden leg, the trouble and the pain,  
Helped to rouse a nation to a thing that was accursed.  
An' so I've helped to pay, Pard, the price o' Safety First.  
—Ralph R. Silver.

## SAFETY FIRST

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"On this side Jordan, in the land of Moab, began Moses to declare this law, saying—" (Deuteronomy, Chapter 1, Verse 5.)

"When thou buildest a new house, then thou shalt make a battlement for thy roof, that thou bring not blood upon thine house if any man fall from thence." (Deuteronomy, Chapter 22, Verse 8.)

"These be the words which Moses spake unto all Israel, on this side Jordan, in the wilderness, in the plain over against the Red Sea." (Deuteronomy, Chapter 1, Verse 1.)

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It is evident that the doctrine of "Safety First" is as old as ancient Israel, and that its tenets were incorporated in the law laid down by Moses, for the protection of his people. In the admonition promulgated by the great prophet, he very clearly and forcibly illustrated the theory and principle of Safety First and even though a volume were written on the subject it could not more tersely express the underlying foundation of all safety first movements.

Prior to the enactment of workmen's compensation laws, the entire country was not only wasteful of its resources but careless of human lives.

No accurate or dependable statistics have been compiled showing the number of deaths occurring in industries in the past, but the number, if known, would be almost unbelievable. As soon as workmen's compensation laws were passed, the employers realized that they were required to pay for all injuries and deaths occurring in the course of employment, so there was immediately started by them a "Safety First" campaign, in which the employe as well as the employer participated. While no one knows definitely just what the results of that campaign have been, there is no doubt that it has caused a very great decrease in the number of accidents and deaths.

John Mitchell, the great industrial leader and present chairman of the New York Industrial Accident Commission, says that thirty-five thousand people suffer accidental death in the industrial field of operation in this country each year,

which is one every sixteen minutes, and that over two million are injured during the same length of time, which is one every sixteen seconds.

Over three-fourths of the civilized world is now contending for supremacy in the task of destroying human life, and as evidence of how well the work is being done we are advised that during the past thirty-six months over twelve million men have been sacrificed on Europe's war altar. The prospect is that half as many more, if not fully that number, must yet "pay the price" before the war lord's lust is satisfied.

The havoc wrought, and to be wrought, in the ranks of industrial labor by the present terrible world war carries a message to all, to endeavor in every possible way to check and prevent the waste of life daily occurring on labor's industrial battlefield, where, in our "carnage of peace," we are maiming and killing nearly half as many as are being claimed by the maelstrom of war. Relief from this apparently unending and appalling disaster lies in the general, systematic adoption of preventive measures, in which meritorious work all must join with every fibre of their being.

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LINCOLN'S GETTYSBURG ADDRESS APPLIED TO SAFETY FIRST, BY  
LEON RUDSKI.

A few years ago our industries brought forth a new idea conceived by humanitarian obligations and dedicated to the workmen's welfare by promoting "safety first." Now we are engaged in a great effort testing whether this idea, or any idea so conceived and so dedicated can stand for all ages. We have about reached the summit in promoting welfare. We have come to a point where we have decided that this safety first movement built up and operated by the industries and supervised by the government, will continue to bring welfare to the workmen in the mills and happiness to their families at home. It is altogether fitting and proper that we should have so decided. But in a large sense, the men have the safety first movement at heart and who are looking toward the betterment of their homes will profit by the opportunities offered them. The present men who are struggling to perfect the safety first movement have dedicated to the workman a humanitarian purpose that commands the admiration and respect of all mankind. The world will little note nor long remember what we say here, but it can never forget what they did here. It is for us who have not been crippled, to dedicate ourselves to the great movement before us, that we here highly resolve that the efforts of the safety men shall not be in vain, that this movement shall have a new birth, and that all good resolutions for the benefit of workmen shall not perish from our land.

### THE LAW'S "SAFETY PROVISIONS."

The Legislature evidently had a twofold purpose in view when it created Part Five of the Compensation Act, consisting of "Safety Provisions," which indicated a comprehensive knowledge of the fearful economic waste caused by the useless sacrifice of life, constantly occurring in the field of industry. The members evidently recognized the fact that accident prevention is the best possible protection and far more satisfactory to laboring men than compensation, for an injury that might have been avoided.

The framers of the Law evidently believed that it was possible to prevent a great many accidents, or in any event to reduce their happening to what is termed the "unavoidable" class. The Act, in Sections 50 to 55, delegates to the Board power to make and enforce orders for safety and to prescribe safety appliances and fix standards for safety and arrange for the inspection of all plants and industries where workmen are engaged in occupations defined by the Act as hazardous, for the purpose of ascertaining the condition of the safety provisions existing in the plant.

The employer is obliged by the Law to provide a safe place for his workmen, and the Act prohibits under severe penalty the removal of any safety device or any interference with the use thereof, when used for the protection of the life and safety of employees.

The Board has full power and entire jurisdiction over every place of employment in the state and is given whatever authority may be necessary to enforce all lawful orders requiring places of employment to be made safe for the protection of workmen.

The Law requires the inspection of every place of employment where power driven machinery is used, at least once each calendar year. The Board has endeavored to faithfully observe the spirit of the Law and the members have personally visited and inspected all the large operating industrial plants in the state. In this work they found, with but one exception, that every possible known precaution was being employed, to safeguard and protect the physical welfare of the workmen. This great work of protection is going forward in every locality with an enthusiasm that will surely result in steadily reducing the accident record in all the operating industrial districts of the state.

He monkeyed with the buzz saw when the buzz saw saw'd its best.  
It saw'd off half his fingers; now he's feeling with the rest.

He didn't stop "Tin Lizzie" when the crossing bell ding-donged;  
If he'd heeded safety's warning, his life would have been prolong'd.

He leaned his little "tummy" 'cross a wire red hot with juice;  
For things that live ones eat and drink, his "tummy" has no use.

The moral of these tragic tales, we'll now proceed to burst—  
The moral is remember—Remember SAFETY FIRST!  
—Charles H. Peirson.

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## ORGANIZATION—BUREAU OF SAFETY INSPECTION.

Shortly after the Compensation Law became operative the members of the Board, realizing the importance of the "Safety Provisions" of the Act, endeavored to organize an effective Bureau of Safety Inspection. The matter was referred to Governor Stewart and upon his initiative a meeting was arranged with the heads of the Quartz, Coal, Boiler, Dairy, Weights and Measures and Grain Inspection Departments and their co-operation secured in the matter of making safety inspections of places where labor was employed in hazardous occupations. The arrangement made had the effect of placing at the disposal of the Board the services of twenty-two expert inspectors, who agreed to add to their own inspection duties the work of inspecting the safety conditions of all plants which they visited for the purpose of inspecting for their own respective departments.

Governor Stewart's arrangement caused the work of the Bureau of Safety Inspection to go forward with energy and without the slightest friction of any kind. Safety Inspectors realize that their work is based upon the hope of rendering possible aid to employers and employes, in the task of preventing accidents. Plants are inspected with a view to discovering dangerous places and practices, in order that they may be called to the attention of the managers for correction. Wherever possible, the installation of proper safeguards is urged, to the end that the hazard of the operation may be minimized as much as possible.

Since the organization of the Bureau, 1091 plants have been inspected and many recommendations made for the safety of the employes working therein. In only one case has an employer objected to the prompt and immediate installation of the safety devices recommended.

This work has resulted in the collection of fees to the amount of \$5,049.50, with a balance of \$247.25 pending, making a total of \$5,296.75 realized from this Department, for the benefit of the general fund of the state.

Before the enactment of the Compensation Law, Montana had practically no legislation relating to industrial safety. It was therefore necessary to pioneer the field and secure the best results possible, for improved safety conditions of employment, without the assistance of precedent of any kind.

The chief object of the Compensation Law, as interpreted by the Board, is to reduce the number of accidents happening in the field of industrial endeavor. The desideratum in workmen's compensation, and the end to which all are striving, is accident prevention. The Board believes that this can best be brought about by enlisting the active support and co-operation of both employers and employes. With that object in view, the safety inspectors have been instructed to impress upon those in charge of the plants they inspect that they are there to co-operate with the management in an endeavor to eliminate, as far as possible, the cause of accidents. Each preventable accident that is allowed to happen represents a costly error in social efficiency, for the value of a human life cannot be estimated entirely in dollars and cents. Stop the waste! Conservation of life means effective economy.

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**GOVERNOR STEWART SAYS:**

"Time was, and not so very far in the past, when little or no thought was given to the question of protection of human life from the dangers that threatened in the hazardous lines of man's endeavor. Few safety appliances were installed, and the resulting loss of life was looked upon as one of the unavoidable penalties of the industry. But an enlightened public sentiment has wrought a change in this respect, and today the 'Safety First' slogan is one of the most insistent and appealing in our daily industrial life."

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**NECESSITY FOR "SAFETY FIRST."**

The frightful number of accidents occurring almost every moment has brought about the "Safety First" movement. A host of strong, virile, productive men, are each week rendered useless to communities and non-supporting to themselves and families, as the result of industrial accidents. The price paid

in permanent disability, temporary loss of time, with suffering and want, and in death itself, in its most hideous form, is startlingly large.

For the past two years the members of the Board have been in close touch with the operating industries of the state and have everywhere found employers anxious to co-operate in every way with the spirit of the Law relating to accident prevention. They realize the necessity for safety provisions and that it is to the interest of all concerned to comply with whatever requirements are likely to contribute to the physical welfare of their employes.

The "Safety First" propaganda has been so widely and thoroughly disseminated that the people everywhere are familiar with it. The agencies teaching the life-saving principles of safety protection are the insurance companies and the far-sighted employers of labor. It is very gratifying to realize and understand the good that has been accomplished in this endeavor. Even in out of the way places, where they are slow to report accidents, and where physicians are not readily available, in answer to the question on the accident blank reading: "Who furnished the first medical aid?" The response is invariably that. "First aid service was furnished at camp." It can be relied on as a self-evident truth that wherever "First Aid" is found, there the "Safety First" crusade has had its innings.

The state, in its cautious judgment, as represented by its Legislature, has wisely decided to impose certain requirements upon its employers who are operating hazardous industries, and it has obliged the Board to see that these requirements are complied with. Consequently, safety appliances, wherever possible, must be installed. The interest of the state in this matter is really one of economic value, yet everyone who has given public movements careful thought realizes that back of every endeavor, such as a compensation law, is the awakened sentiment of humanity which ever dwells in the public heart. The protection of human life and the guarding against bodily injury are the cardinal elements of actual human existence. The exigency for effective collective co-operation is so apparent and necessary in this age of tremendous operations that the individual is being looked after by the public.

Our body politic, which has heretofore been classified as an individual without a heart or soul, has progressed into an entity, having all the characteristics which distinguish mankind from the animal creation. Consequently, the public, in our great industrial world, is concerned relative to the safety of its individual. It accompanies him to the collar of the shaft and goes down with him to the thirty-six hundred foot level and insists that rational safety conditions must be maintained; that available avenues of escape must be provided for in the event of an unlooked for accident. It escorts him to the mills, smelters, concentrators, power plants and workshops, where complicated machinery, revolving at tremendous speed, actuated by that unknown but most subtle and powerful force of nature, is constantly distributing death to the careless and unwary, and waits there with him until safety appliances are installed to guard him from the exposed belts, shaftings, gearings, pulleys, electric currents, saws, and protruding set screws. It is a noble and grand endeavor and one that is returning a generous reward to those engaged in the work.

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The undertaker has one friend  
Who works both night and day,  
And to the grave he hundreds sends  
Although he draws no pay.

He rides upon the steamship;  
He glides upon the rail;  
He follows us upon each trip;  
He's always on our trail.

Some folks have named him accident;  
By some he's called mistake;  
He's always there on mischief bent;  
Nor fails his toll to take.

He hides around in empty guns,  
And makes them to explode;  
He's always where swift autos run;  
He lurks along the road.

He cares not how your friends may feel—  
No! they may weep who laughed;  
He rides upon each turning wheel—  
Clings to each whirling shaft.

He grabs your coat or loose necktie—  
Sometimes a thread will do;  
And ere a cat could wink its eye,  
'Twill be all off with you.

He sent Titanic's victims down  
Beneath the icy waves;  
He turned the Eastland upside down  
And filled a thousand graves.

He lights the fire with kerosene,  
And blows out all the plumbing;  
He smokes around the gasoline—  
Keeps Coffin factories humming.

You've heard of him time and again—  
His name I'm sure you'll guess;  
He is the UNDERTAKER'S FRIEND—  
His name is CARLESSNESS.  
—Will Borthwick.

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### DUTY OF EMPLOYES.

The necessity of guarding against dangerous conditions that may exist in industrial plants is quite apparent to the employer and it should be equally so to the employe, for while financial compensation prevents the laboring man and his dependents from experiencing actual distress and relieves them from the fear of becoming a burden on society, yet it does not restore a life or rebuild a broken frame. To prevent the accident is far better than to pay compensation after it has happened. Precaution is much cheaper and far more satisfactory than regret. Beyond and more important than the question of safety provisions is the undisputed obligation on the part of the workmen to eliminate the likelihood of preventable accidents. To the laborer, the preservation of his bodily condition should be an ever-present influence to stimulate caution. It should be an intense personal matter with thoughtful men in every kind of occupation. Familiarity with danger generally causes a relaxation of caution, with the result that accidents happen that could easily have been avoided. The workman should at all times be cautious, with mind and thought constantly alert to guard against the accidents which so often occur through a moment's thoughtlessness or a second's carelessness.

Due to the fearful world war that is now devastating the earth, there will of necessity be changed conditions in all lines of industrial endeavor. Untrained workers will be forced to take the place of experienced artisans, called by the Nation to its service. Numbers of men will be superseded by women, as is now in evidence in many callings, and perhaps before the war ends, even by children. The industrial process, whether in the mine, the smelter, or the mill, will be geared up to higher speed, in order to increase the output and hasten deliveries. Night shifts, in nearly all lines of work, will become general. The length of a working day may even, in some instances, be increased. New mills and plants will be hastily constructed, without waiting to give proper regard

to safety and sanitation. Industrial establishments of all kinds, both old and new, will undoubtedly become overcrowded with machinery and workers. All these conditions will greatly increase the industrial hazard that we are compelled to contend with. Consequently, on account of these increased hazards, it is more necessary than ever before for everyone to give attention and consideration to the methods to be employed to avert preventable accidents, and as there are no other kind, it means that constant, careful thought and "eternal vigilance" ever persisted in by all those interested will eventually eliminate the majority of accidents from the industrial field.

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"And the end is that the workman shall live to enjoy the fruits of his labor; that his mother shall have the comfort of his arm in her age; that his wife shall not be untimely a widow; that his children shall have a father; that cripples and helpless wrecks who were once strong men shall no longer be a by-product of industry."

—National Safety Council.

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### ACCIDENTS CLASSIFIED AS UNAVOIDABLE.

The accidents referred to as "unavoidable" should always be carefully looked into by the operator and the cause removed, in so far as the industry will allow. To prevent accidents should be primary work in all occupations. To do this is to save money, conserve time, avert suffering, better conditions and create higher industrial ideals. Safety pays by saving and through effective mutual organization and co-operation changes can be brought about whereby injury losses will be transformed into profits, accompanied by all the other benefits that such an improved condition brings. We cannot hope for a day or time when some accidents will not happen, regardless of unlimited precaution. It must be conceded that despite the best organization and the most careful admonition, machinery will fail and human judgment be at fault. Nevertheless, accidents that result from carelessness, thoughtlessness, ignorance or absent-mindedness can and should be avoided. Mind wandering from the actual work that the labor is engaged in is one of the most fruitful sources of accidents. Safety provisions and compensation laws are for the workman. It is not for him to be the subjective beneficiary, only, but instead he should be an active

agency to prevent the unfortunate occurrences that require compensation laws. All human beings of average reasoning power know full well that there is nothing which "just happens," but on the contrary everything is the result of an efficient cause. The so-called "unavoidable" accidents can generally be traced to a lack of observation or judgment in one form or another. Careful investigation in nearly every case discloses the fact that if the unfortunate victim had given closer attention or more detailed care to what he was doing, and had exercised caution and a little judgment, the accident would not have happened.

Workmen who are recognized as cautious, thoughtful and careful, are everywhere preferred, even though slow, to a reckless workman, who, in a thoughtless moment, may bring disaster upon himself and fellow workers, as well as expense to his employer. A cautious workman is the greatest factor of success, in any occupation, recognized as hazardous.

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When Adam took that little nap in Eden's palmy glade,  
And lost that floating rib from which dear Mother Eve was made,  
Had he but known our "Safety First" precautions how to take,  
I do believe that he'd have known enough to stay awake.

But Adam never had been taught our safety rules to use,  
So we can hardly blame him for that one disastrous snooze.  
With you and me 'tis different and we surely ought to know  
That when we see a danger sign it's time to go real slow.

We ought to have some goggles and some common sense as well,  
For when we're going to need them both is something one can't tell.  
We ought to know our place is safe, and never hesitate  
To set the needed timber up before it is too late.

"Let's wait until we load this car," too many miners say,  
"I don't think that big rock is loose, it may stay up all day."  
It's when we think we're safest and some careless thing we do,  
That down will come that very rock and break a leg or two.

Then there's old man "John Barleycorn,"—now take this to your heart:  
Who flirts with John is slated for the undertaker's cart.  
Old John won't bring you happiness, nor John won't cure your ills,  
And John won't boost your bank account nor pay your household bills.

Now let's all boost for "Safety First" and "Safety All the Time,"  
Let's not forever slouch along in ignorance sublime.  
For if we still are careless, when we've been warned o'er and o'er,  
We show less brains than Adam did, when he loosed that frightful snore.  
—P. A. Johnson.

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### PREVENTABLE ACCIDENTS.

The installation of safety devices and methods will not alone prevent accidents that are classified as "preventable", as their prevention must largely depend on the co-operation of the workman with his employer, in a careful endeavor to

avoid any such accidents. Safety devices and guards will perform their most efficient duty in acting as a constant reminder to the employe to exercise caution and care. It is well to realize that no system for compelling the installation of protective safety devices, enforced by law or executive order will be effective, if the workman does not lend his serious attention to the object and purpose of the safety installation.

As every accident under the compensation law now costs the business a fixed sum of money, it will serve as an incentive in arousing the employer to take active measures for their prevention. With all due regard for protective safety devices and preventive measures, the laborer himself must contribute the main factor to bring about the elimination of preventable accidents. "He can do it if he will, and if he will but realize that compensation is a poor substitute for bodily ill, then surely do it he will." It is necessary to arouse the workman's sensibilities to the fearful burden that he is so unwisely placing upon his shoulders, by being thoughtless, careless, slovenly, or incautious and unmindful of the detail of the work he is doing.

Paying compensation is an economic method of treating the hazards that attend industry. Its co-efficient is "safety" and the reduction of accidents that we are working for must depend upon the engraving of this idea into the mind of everyone. The result will be a marked falling off in the distressing accidents that have been unnecessarily attending employments of a hazardous nature.

At this time the important thing to impress upon the minds of those who work in dangerous places, is the unqualified necessity for maintaining a constant and unvarying caution. Interest in the thing being done, and the right and safe way to do it, will in most cases prevent accidents. Instill prudence and eliminate negligence and thus exchange carelessness for thoughtful interest in the work in hand, and accidents, with their terrible results, will be reduced to a minimum. All will agree that the object sought is worthy of the effort required.

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"It now remains that we find out the cause of this effect,  
Or, rather say the cause of this defect,  
For, this effect defective comes by cause."

—Hamlet, Act II, Scene 2.

## COMMENTS ON "SAFETY FIRST."

### By Some of Montana's Active Industrial Operators.

"Personal Caution is the Greatest of All Means of Preventing Accidents. Accidents are Preventable only as the Seed of Caution is Sown, and Men Act in a Safe Way. Every Accident is an Indication that Something was Wrong either with Men, Methods, or Materials."

C. W. Goodale, Chairman Bureau of Safety,  
Anaconda Copper Mining Company, Butte.

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"Better be safe than Sorry."

Oscar Rohn, East Butte Copper Mining Co., Butte.

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"A Good Man at the Right Place Does more to Avoid Accidents than a Room Full of Poor, Unattentive Men."

—Senator N. J. Mershon.

\* \* \* \*

"Appraise Each Member Before Sacrificing Any."

—J. S. Emmett, Bridger Coal Company, Bridger.

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"Observance and Enforcement of 'Safety First' Rules Means More for the Welfare and Efficiency of Employees and Employer than Any Other Factor in Industrial Operations."

—C. L. Berrien, Assistant General Supt of Mines,  
A. C. M. Company, Butte.

\* \* \* \*

"For Greater Safety."

—L. A. Deblois, Safety Engineer, E. I. DuPont de Nemours Company, Ramsey, Silver Bow County.

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"Always Give Danger a Thought—'Safety First.'"

—C. M. d'Autremont, Manager, Angelica Mining & Development Company, Wickes.

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"Many Accidents Could be Prevented if What Should be Done Today is Not Put Off Until Tomorrow."

—Humphrey Courtney, Courtney Mine, Philipsburg.

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"Safety First Means Nothing Unless You Have the Safety Habit."

—A. S. Richardson, Editor "The Anode" and Safety Engineer, A. C. M. Co., Butte.

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"Accidents not only result in needless suffering and disability to the workman, but hamper the industry. A workman in a hazardous industry should familiarize himself with the ways in which he might do his work and receive injury—and then do it some other way. In other words, reduce the hazards of the business to the minimum."

—C. E. Pew, Julia Mine, Helena.

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"Safety First Practice Pays Big Dividends."

—Louis V. Bender, Supt. Reduction Works, A. C. M. Co.

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"If Men Would Install More Furniture Above Their Necks, it Would be a Mighty Help to 'Safety First.'"

—L. P. Benedict, Secretary, Boston & Montana Development Co., Butte.

"To be a Live Coward May be Better Than to be a Dead Hero, but in Connection with Your Work, Where's the Necessity of Being Either? Do it the Safe Way."

—John L. Boardman, First Aid and Mine Rescue, A. C. M. Co.

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"Let the Boss, or Bosses, Set the Example for the Men and do Things the Safe Way. If a Man Does not Know the Safe Way, Show it to Him."

—John L. Church, Supt., Pilgrim Mining Co., Basin.

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"Put Repairs Before Regrets."

—John Crawford, Secretary, Henningsen Produce Co., Butte.

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"When Working in Hazardous Places, Think not Only of Yourself, but for the Care and Safety of Others."

—C. H. Crowley, Forman, St. Lawrence Mine, Butte.

\* \* \* \*

"Watch Your Step—a Few Simple Precautions Cause Less Bother than an Administrator."

—Jesse Daly, Iron Mountain Mine, Superior.

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"There's Nothing Fool-Proof—Use Your Head."

—D. D. Miller, Scratch Gravel Gold Mining Co.

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"Always Protect Yourself Against Accidents Because Your Safety is of Greater Importance to Your Employer, Yourself, and Your Dependents, than Your Efficiency."

—Wm. B. Daly, General Supt. of Mines, A. C. M. Co.

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"Every Conscious Effort to Avoid an Accident is Worth a Dollar to the Employer."

—James F. Denison, Montana Power Company, Butte.

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"'Safety First' Yesterday, Today, and Forever."

—G. H. Edmunds, Conrey Placer Mining Co., Ruby.

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"Safety First is Man's Obligation to Man."

—B. H. Dunshee, Butte.

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"It Costs a Whole Lot Less to Use Your Head than it Does to Pay the Doctor."

—T. B. Holmes, Supt., Granite-Bi-Metallic Mining Co., Philipsburg.

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"'Safety First' Means Protecting the Other Fellow as Well as Yourself."

—H. S. Hopka, General Manager, Roundup Coal Mining Company, Roundup.

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"There is No Way Except the Safe Way."

"Think and Think Right, then Remember the Safe Way is the Only Way."

—J. O. Elton, Supt. Zinc Plant, A. C. M. Co., Great Falls.

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"Keep Your Eye on the Job."

—A. L. Jordan, Jordan Lumber Company, Columbia Falls.

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"It is Better to Be Careful a Thousand Times than to Be Crippled Once."

—H. A. Gallwey, Butte, Anaconda & Pacific Ry. Co.

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"Pride in His Skill, Which Causes the Workman to Disregard Care and the Use of Safety Devices, is the Cause of Many Accidents."

—F. M. Kerr, General Manager, Montana Power Company.

"A Man Who Acts with No Thought of Consequences to Others or Himself, is a Dangerous Man."

—R. B. Kelly, Safety Engineer, A. C. M. Co., Reduction Works.

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"Don't, by Causing Anyone Distress, Make it Necessary to Take Your Personal Time to be Sorry—Life is Short."

—W. D. Mangam, Elm-Orlu Mining Co., Butte.

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"Be SURE You Are Always in the Safety Zone; do not GUESS or THINK You Are."

—C. B. March, Manager State Lumber Co., Columbia Falls.

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"Accidents result from the carelessness of ourselves or those with whom we come in contact. Safety, like charity, begins at home. We must become careful men and women, and by the power of example can teach the careless ones. Continued carefulness and thoughtfulness makes us alert to the welfare of those who cross our path. This must result in fewer accidents. Let us be careful."

—C. W. Krejci, B. & M. Plant, Great Falls.

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"The Miner's Motto—'Be Careful and You'll Live Longer.'"

—Lieutenant-Governor W. W. McDowell.

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"The Man Who is Open to Criticism, Advice, and Obeys Orders, Can Best Serve the Cause of 'Safety First.'"

—H. H. Pinkney, Gen. Mgr., International Coal Co., Bearcreek.

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"Make Carelessness Your Enemy."

—Karl P. Krueger, West Colusa Mine, Butte.

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"Careful Men Make Safe Conditions."

"A Careless Man is Always in Danger."

—John D. Pope, Mining Engineer, Butte.

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"A Moment's Thought at the Right Time is a Very Good Safety Device."

—Wm. Redshaw, Supt. Républic Coal Co., Roundup.

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"The Safe Practice is the Sane and Efficient One Always."

—John C. Gaul, Foreman, Berkeley Mine, Butte.

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"Do Not Persist in a Careless Practice 'Because Nothing Ever Happened.' It WILL Happen—Only Once."

—L. S. Ropes, Marysville Gold Mining Co., Helena.

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"Most Accidents are the Result and Punishment of Carelessness, Either on the Part of Employer or Employee. Co-Operate and Avoid Accidents."

—M. M. Ross, Big Blackfoot Lumber Co., St. Regis.

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"Be Careful Everywhere."

—W. E. Kane, Lexington Mine, Butte.

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"It is My Opinion that a Great Deal Can Be Accomplished in Safety Work by Educating Men to Think, for it is Always the Men Who Do Not Think that Get Hurt."

—Alex McDonald, Yardmaster, A. C. M. Co., Great Falls.

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"Mining is a Serious Proposition and Should be so Considered by All Employers. Therefore, All Nonsense Should be Banished from the Mine. Once you Impress this in the Minds of the Workmen, Accidents Will be Few and Far Between."

—W. Mayger, Mgr., St. Louis Mining & Milling Co., Marysville.

"Haste is Not Always Speed."

"Unreasonable Haste is the Most Direct Road to Injury."

"Those Who Are Unnecessarily Hasty Are Most Apt to Involve Their Safety."

—O. W. McConnell, President, Helena Light & Ry. Co.

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"Watch Your Step—Don't Take Chances."

"A Sober Man is the Best Accident Insurance."

—F. B. Shafer, Manager, Star Coal Company, Musselshell.

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"There is Always a Safe Way—Why Take a Chance?"

—C. E. Calvert, Safety Engineer, A. C. M. Co.

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"Safety First is a Mighty Fine Rule to Follow; Especially if You Haven't Lost a Limb First."

—J. Friend Day, British American Nickel Corporation, Ltd.

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"Our Present Attitude Toward 'Safety First' Practice May Determine Our Future Happiness or Future Misery."

—Jas. W. Tippett, East Colusa Mine, Meaderville.

\* \* \* \*

"Keep Your Eyes and Mind on Your Work—Accidents Will Be Few and Far Between."

—W. W. Steltmeier, Boorman Lumber Company, Fortine.

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"A Careful and Thorough Inspection by Our Safety Inspectors and a Strict Observance of the 'Safety First' Rules by Employers and Employees, Would, to My Notion, be the Greatest Assistance to the 'Safety First' Propaganda."

—John R. Page, Engineer, Philipsburg.

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"Every Man's First Thought Should be His Own Safety, but it is Equally as Much His Duty to Look Out for the Safety of Others."

Helmuth Krarup, Supt. Three Forks Portland Cement Company.

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"Build Everything Fool-Proof."

—W. E. Polleys, Manager, Polleys Lumber Co., Missoula.

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"Most So-Called Accidents Could be Avoided by the Exercise of Just a Little More Care or Caution by Someone. Do Your Part. When in Doubt, Take the Safe Course—Be Careful."

J. R. Wharton, Gen. Mgr., Butte Electric Railway Co., Butte.

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"And When Your Work is Done, it is Done Well if it is Done Safely."

"If You Don't Believe in Safety First, Visit the Reception Ward of a Hospital."

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"In These Epoch-Making-Days, Waste is a Crime and Conservation is the Big Idea—The Safety First Movement has for its Aim the World's Conservation of the World's Most Valuable Resources—Human Life."

\* \* \* \*

"The scope of the Safety First movement is broadening daily, and as it broadens, it opens new vistas before us. It brings us together. It teaches us to understand—and the results are far-reaching. We learn to know our fellow-man. We learn to look at things from his viewpoint. We learn to put ourselves in his place. And as we learn—we teach."

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"THE WAGES OF SIN IS DEATH.' The Wages of the Sin of Carelessness is Death or Life-Long Suffering."

"It is Not the Work You are Doing—it is the Way You are Doing Your Work that Counts in Safety First."

"AS A MAN THINKETH SO IS HE.' If You Keep Your Mind or Safety, You are Sure to Keep Your Body Out of Harm. If You Will Think Safety, You Will Enjoy Safety."

James L. Price, Secretary Safety Committee, Great Falls Reduction Department, A. C. M. Co.

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"Employers, more than employees, dislike accidents. Financially, it's a great loss because of its disturbing effect on fellow workers aside from the human side of any sympathy felt for an injured employee or dependent relatives. All must, therefore, plan and help together."

—Herman J. Rossi, Secretary, Amazon-Dixie Mining Co.

\* \* \* \*

"If We Were But to Obey the Ordinary Self-Evident Rules of Conduct, Many Accidents Would be Avoided."

—J. C. Siderfin, Clark Realty Co., Butte.

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"Your Family, Your Employer, and Your Friends Have a Right to Expect You to Take Precautions for Your Safety. You are an Asset to Them, and Your Carelessness Resulting in Harm to Yourself, is a Real Loss, Which Money Cannot Repay."

—D. E. Swinehart, Pres. & Gen'l Mgr., Interstate Lumber Company, Missoula.

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"Don't Pick Up a Porcupine Before You Kill Him."

"Don't Kick or Throw Rocks at a Polecat (Skunk). It's Discretion as Well as 'Safety' to Follow this Advice."

—Charles S. Warren, Revenue Consolidated Gold Mines, Butte.

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"I Did Not Think it was Going to Happen, is a Poor Apology for an Accident. Moral: 'Always Anticipate the Unexpected.'"

—Geo. F. Stannard, Ocean Accident & Guarantee Corporation, Kalispell.

\* \* \* \*

"SAFETY FIRST simply means RIGHT THINKING. If every man on the job THINKS SAFETY FIRST all the time, accidents can be avoided."

—F. M. Smith, Mgr., American Smelting & Refining Co., East Helena.

\* \* \* \*

"By much planning, careful drafting of rules, and expenditure of money, the employer can pave the way for 'Safety First' but it is only by the earnest co-operation of every employee that results can be obtained."

"I think the foremen are responsible in a measure for the safety of their men. Place the man where he is best suited. Warn him of any careless act or move. After suitable warning, if he can't be put in a place where his own safety, as well as that of others, is not sacrificed, educate him by putting him on the road to hunt a new job."

\* \* \* \*

"A workman injured as the result of his own carelessness is an enemy to himself and a slacker to this country."

"A workman carefully avoiding injuries to himself and others is a valuable asset to this nation."

—A. G. Naundorf, Secretary, Eureka Lumber Company, Eureka.

\* \* \* \*

"You Can Help Yourself Best by Helping the Other Fellow."

—W. D. Gibson, Supt., Butte & Zenith City Mining Co.

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Last week an old fashioned lumberjack of the St. Regis country came down to Missoula. While making some purchases at the M. & M. store, he saw a man buying some nightshirts. "Say", wonderingly asked the woodsman of the clerk, "What on earth is them things?"

"Nightshirts" said the clerk, "can't I sell you one or two?"

"No, I guess not", was the expressive reply of the man from the logging camp, "I don't set round much o' nights. We turn in early up our way."

### WHAT IS BEING DONE.

Practically all of the operating companies engaged in hazardous work have a "Safety First" department, under the direction of a specially qualified Safety engineer, assisted by a competent corps of assistants. Among the companies so provided, the Anaconda Copper Mining Company unquestionably ranks first. This company, under the able direction of Engineer Charles W. Goodale, maintains a safety department under a special director and staff of assistants at the central plant in Butte, also at the smelting plant in Anaconda and the reduction works in Great Falls.

The East Helena plant of the American Smelting and Refining Company is also well equipped with a first class safety department, under the direction of Safety Engineer John Morilon. Considering the number of men employed and the occupation followed for the two year period, this East Helena smelting plant has the best accident record of any employing company in the state.

A careful inspection of the plant at East Helena, which is provided with every known safety device, will explain why the operators have not had a fatal accident in the last eight years and why, during the past two years, they have only paid out \$1,292.00 in compensation, with an average force of nearly five hundred men, for the entire term, engaged in what is conceded to be an exceptionally, inherently hazardous line of work.

In the matter of protective safety devices, precautionary measures and education of workmen to be thoughtful and careful, and to acquire the "safety" habit, all of the State's employers are doing everything in their power.

The workmen have also taken a keen interest in the safety work and in all the large plants throughout the state, they have organized central committees, made up of the executive officers and heads of departments, followed by sub-committees with the heads of departments as chairmen, and the foremen acting with them, and also committees selected from the rank and file of the men.

The committees make a careful, detailed study of the causes of all accidents, with the object of removing same in a systematic manner. Complete records are kept of the meetings of all of the committees, with whatever suggestions may have been made, looking to improvement of safety conditions.

Whatever accidents may occur between meeting dates are brought under consideration at the next meeting, and ways and means of avoiding their reoccurrence are discussed.

The agitation of the safety first crusade has extended to the public schools, where text books on the subject are being added to the supplementary reading list. This will undoubtedly bear splendid fruit in the future, for the "school children of today are the workmen of tomorrow" and "as the twig is bent, the tree is inclined."

The good that has been accomplished by the "Safety First" campaign is highly gratifying to all interested parties. The large employers of labor in the state bear testimony to the pronounced falling off in accidents since the advent of the safety first crusade.

The report from the Bureau of Efficiency and Safety First of the Northern Pacific Railway, under direction of Engineer Metcalf, is to the effect that during the past year accidents have decreased fully one-fourth among the employes of the company.

The Safety Engineer in charge of the operations of the Great Northern Railway Company reports a similar gratifying condition.

The reports of accidents occurring among railroad employes, throughout the entire length of the 257,000 miles of road operated for the past year, indicate a remarkable falling off, as compared with any previous year. The reason assigned for the decrease in accidents is the acquiring of the "Safety First" habit by the men.

The Anaconda Copper Mining Company, the Butte Superior, East Butte and Elm Orlu mining companies, as well as all of the other large operating companies in the Butte district, except the North Butte Mining Company, report a gratifying decrease in accidents. The increase in the accident record of the North Butte Company is due to the catastrophe occurring in that company's properties on the 8th of June, when, through the medium of a mine fire, 163 workmen lost their lives underground.

The coal mining operating companies, at Roundup, Belt, Sand Coulee, Red Lodge, and Bridger, report that there has been an appreciable decrease in the number of accidents, as compared with former years. The manager of the East Helena plant of the American Smelting & Refining Company,

Mr. Frank Smith, reports that through the safety first movement accidents in their plant have been reduced over one-half and that each month shows a noticeable decrease over the preceding month.

The Board has received reports from all the industrial centers of the state, including operations in mining, milling, smelting, logging, lumbering, road making and structural construction work, which show most conclusively that accidents in every line of industrial endeavor in the state are on the decrease. In almost every instance the acquiring of the "Safety First" habit is credited with the better showing. Employers and employes are jointly striving for this along all lines that promise protection to human life and limb.

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There was a man who'd worked with gas  
For years and years and years  
And by and by it came to pass  
He hadn't any fears.

One day he found a leaking joint—  
He used a match to find it.  
He also found that leaking gas  
Has lots of force behind it.

It blew him through the cellar door,  
He traveled like an arrow;  
And crashed against the garden fence,  
Which jarred him to the marrow.

They picked him up; all sick and sore,  
And speechless with amazement  
He couldn't figure out at all  
Just how he left the basement.

But when they'd stowed him safe in bed  
And bound by all his scratches,  
It dawned on him the thing at fault  
Was his foolish use of matches.

So now with tied up, busted face,  
Burned, cut and parched with thirst,  
He sobs, "Bgosh, when I get well,  
I'll sure Be Careful First."

—R. N. Predmore.

## BOARD'S AUTHORITY

The experience of the past two years has clearly established the fact that the Industrial Accident Board was vested with unusual power by the Legislature. It has also disclosed the fact that the provisions of the Law are in many instances indefinite. Possibly this was intentional so that it might the more readily meet local conditions that could not with any degree of certainty be anticipated by the Legislature.

At all times the members of the Board have been fully conscious and duly alive to the responsibilities that have rested upon them in connection with the administration of the Act. They have realized that the work performed called for a very high conception of its character and required a judicial poise and impartiality, in passing upon questions coming before it for adjudication, that would be required of any tribunal administrating justice.

It has been in that spirit that the members of the Board have dedicated themselves to the task assigned to them, and they now, with a full realization of the magnitude of the work in hand, as indicated by the past twenty-four months experience, appeal to the employers and employes of the state to favor them with whatever suggestions or criticisms they think may be of value or assistance in connection with the work of administering the law.

The Board fully realizes that if it can depend upon a continuance of the active co-operation of all those engaged in hazardous occupations in the state, its members can feel safe in predicting that the administration of the Act will be highly satisfactory and the Law what its framers hoped, a credit to Montana.

There has been no friction or dissension of any kind between the members of the Board in connection with work they have performed.

Differences of opinion have existed in matters of administrative policy, but in every instance these differences have been discussed and reconciled, with the result that at the end of the Board's session there has been unanimous agreement as to the proper course to pursue, the method to follow, or the ruling to make.

The first interruption in the harmonious relations of the members was occasioned by the death of Commissioner William Keating, on the 23rd of last month. His loss was a severe blow to the work of the Department, as his ever-ready willingness to assist, coupled with his mature judgment, made his counsel an exceptionally valuable asset to the Board.

The successor to Mr. Keating, Mr. R. G. Poland, has taken up his duties as a member of the Board with an energy and thoroughness that promises that the work of the administration of the Act will go forward as harmoniously and effectively as it has in the past.

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"Life's success is what you make it;  
No matter what others have to say,  
So, never put off until tomorrow  
What can successfully be done today.  
Because the tomorrow never comes,  
And the yesterday has gone to stay  
To make our lives most successful  
We should do our very best today."

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### EMPLOYERS UNDER ACT.

When the Law went into effect on July first, 1915, there were 830 employers ready to come under the Act, as a partial result of the survey that had been made of the employers of the state, through the medium of an extensive campaign of letters, which was the only method possible of canvassing a state with 146,201 square miles of territory.

During the first year the list gradually increased until the registration on July first, 1916, stood at 1,518 active members. This has increased until now, July 1, 1917, the active employers under the Law number 1,918, out of a total who have applied during the twenty-four months, of 2,613, of which 196 were rejected and 499 have dropped out during the course of the two years, on account of retiring from business. Many of these were small contractors who have finished their contracts and left the state.

A careful survey of the employers of the state, made during May and June of the present year, justifies the statement that over 99 per cent of the employers engaged in hazardous occupations, who employ five men or more, are under the Act. There are over twelve hundred employers in the state, who

have only one or two men working for them, whom it seems impossible to convince that it is to their interest to come under the Law. We have 610 grain elevators in the state, employing one man each and but 120 out of the number are under the Act. There are 193 weekly newspapers in the state, employing from one to two men each, that are not under the Law. There are also a great many blacksmith shops, automobile garages, repair shops, small machine shops, carpenter shops, paint shops, creameries, laundries, bakeries, slaughtering plants, stockyards, ice harvesting plants, light and water plants, feed mills and sawmills that employ from one to three men each, that it seems impossible to bring under the Act. They have all been urged through the medium of many letters to protect themselves and their men by electing to come under the Law. In the course of time, by constant urging, they may be induced to take advantage of the protection afforded by the Act.

With but three exceptions, every employer in the state working fifteen men, or more, is under the Law. There is one operator employing a force of over twenty men who steadfastly declines to take advantage of the Act. He assigns as his reason for refusing to accept the provisions of the Law, that the compensation awards are excessive and that it is cheaper for him to either settle with his men, or fight, if they are unreasonable. He has not yet been brought into court as a defendant. When he is, he will find his mistake.

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"It isn't the motto that hangs on the wall,  
Emblazoned in silver or paint,  
But the motto you live is the motto that counts,  
And makes you a fool or a saint."

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### EMPLOYES UNDER ACT.

The 1,918 employers who are actively operating under the Act have reported a total of 48,502 workmen. These figures, taken from the record, are made up principally from the reports filed by the employers at the time they elected to come under the Law, and covered, for the most part, the men employed for the year 1915, which in mining, milling and lumbering was a depressed year, with many employers not working

full crews, as is the case this year. It is only fair to assume that the 1,918 employers who employed 48,502 men, during the year 1915, are employing nearly double that number at the present time.

We endeavored to secure accurate figures covering the number of workmen in the state in hazardous occupations, and made a complete survey of every employer and plant, by letter, during the past sixty days, with fairly good results. The Board feels safe in estimating from the data received that the actual number of employes now under the Act, through the medium of the 1,918 employers, is fully 73,000 and represents about ninety-seven per cent of the workmen in the state who are engagd in hazardous occupations. Seventy-three thousand men steadily employed in the state, computed on Montana's prevailing wage scale, indicates a background against which the Law is operating, of a nominal annual payroll approximating eighty million dollars.

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#### THE CHILD'S PRAYER.

"Dear God, please make my daddy careful all the time so he will not be crippled or killed, as we love him dearly and we would be very unhappy if he were injured. Protect every little girl's and boy's papa so they will have happy homes and nice times together. Amen."

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#### HAZARDOUS AND NON-HAZARDOUS EMPLOYMENT.

In determining what is "hazardous" and what is "non-hazardous" employment, as defined by the Act, the Board has experienced much trouble and while it is evident that the question is a matter for judicial determination, still the Board has believed that it was called upon to discriminate as to who should be admitted under the Act, as engaged in "inherently hazardous occupation" and who should not, as being engaged in "non-hazardous occupation."

The intent of the Act to make two distinct classifications is clear, for in Section 4 and its subdivisions the occupations considered hazardous are listed, while Section 5, as interpreted by the Attorney General, gives the Board the right to add to the list of hazardous occupations as recited in the Act. Nevertheless, in view of the expressed declaration in Section 5 (a), that the Legislature intended by its enumeration to

cover every hazardous occupation, the Board has felt justified in taking the position that before the Law could be made applicable to a business or occupation not listed in the Act, it would have to be very clearly proved that the non-enumerated occupation was of an extra-hazardous nature and belonged to the class of occupations which the courts had heretofore declared to be hazardous and subject to the police power of the state.

The Board has rejected all applications to come under the Act received from employers operating hotels, restaurants, mercantile establishments, produce and commission stores, cigar and liquor stores, confectionery stores, real estate offices, and other forms of business offices, advising the applicants that they were not engaged in a hazardous pursuit, as defined by the Act, and that they could only come under the Law and receive the benefits of same by joint election with their employes, through the medium of Class 27, Plan Three, as being engaged in a non-hazardous occupation.

All applications received by the Board from employers engaged in any occupation enumerated in the Act, as hazardous, were accepted and in addition thereto, by virtue of the authority delegated in Section 5, applications received from employers operating steam threshing and steam plowing outfits for hire, also lumber, wood and coal yards and coal docks, blacksmith shops, butcher shops, including slaughtering, automobile garages, including repair work, bakeries with power driven machinery, power driven sheep shearing outfits, livery stables, also operation of general draying, trucking, teaming, or transfer outfits, and in the case of public corporations, firemen and janitors, were added to the list of employes specified in the Act.

In determining the question of hazardous occupation, the Board has felt justified in considering hazardous any occupation employing power driven machinery for the operation or conduct of its business. The exception to this rule is where the power driven machinery is only incidental to the business, such as the operation of an elevator in a hotel, or of an ice cream freezer in a confectionery store, or an automobile delivery wagon operated in connection with a general merchandise establishment.

Life is fraught with many cares—  
The road is sometimes rough;  
At many turns unseen snares  
Await one sure enough.  
You may be jostled by the throng  
From early morn till late,  
But boldly push your way along  
And keep a steady gait.

Should misfortune wreck your plan,  
Don't give up the fight—  
Meet it bravely like a man  
And keep your "goal" in sight;  
Don't charge your failure to "Hard Luck"  
Push right ahead—just show your pluck  
And keep a steady gait.

—Samuel O. Buckner.

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### LUMP SUM SETTLEMENTS.

In the matter of petitions presented by beneficiaries and dependents for permission to convert deferred monthly compensation payments into a lump sum, the members of the Board have pursued a policy somewhat different to that followed by the Governing Boards or Commissions in nearly all of the States having a Compensation Law.

In the majority of states it is held to be unwise to allow, to any great extent, the privilege of converting monthly payments into cash, lump sum settlements. The reason assigned is the necessity for protecting the public against the likelihood of compensation beneficiaries becoming mendicants or charges upon society, after squandering their compensation money.

This reasoning is good, for one of the principal claims made for compensation is that it renders the "poor-farm" unnecessary as to the victims of industrial accidents. By paying compensation in monthly installments, the recipient is insured against the necessity of seeking alms in any form during the compensation period. It is perhaps this feature that has caused administering Boards to hesitate to take a chance in granting lump sum settlements, fearing that the beneficiary, through the exercise of poor business judgment, would squander the money and become a public charge in the course of a few months or years.

As against this is the sad and patent fact that in refusing to allow lump sum settlements, the beneficiary or dependent is denied whatever possible chance might exist for the investment of the money in a business enterprise of some kind that might furnish a means of livelihood for the remainder

of his days. It does not seem altogether fair to narrow and limit the expectancy, or the life horizon, of these unfortunate victims of accidents to a fixed stipend of so much per week, which, in Montana, cannot exceed \$40.00 per month. Their perspective is narrowed for all time to that point, for by no possible stretch of imagination can they ever hope to be anything more than a pensioner, dependent solely upon the sum of money received through the medium of the monthly compensation payments—all ambition and incentive destroyed—just parasitic wrecks, waiting for the end.

On the other hand, if they are permitted the opportunity of making one more effort for the future—one more chance to accomplish something for themselves, with the capital resulting from the lump sum settlement—it surely gives life a broader view and makes humanity feel that there is something in the world beyond the bare right to live.

At best, under the monthly payment system, dependency is only postponed for a few years, for in case of death, widows, orphans, beneficiaries and dependents draw compensation for a period not exceeding four hundred weeks, after which they are left to their own resources or the charity of the world. It is impossible for them to lay aside anything on \$10.00 per week. Therefore, if, even at the very worst possible view, the recipient should invest unwisely his "lump sum" of \$3,380.00, and lose it all, he is only anticipating by a few years what must inevitably come to pass when the compensation period is ended. Consequently, it seems only fair to permit the claimant to have one more chance at the "game of life" with enough money to play it to win.

The Board's experience for the past two years justifies the belief that the Law's provision allowing the conversion of monthly payments into lump sum is one of the most beneficial features of the Act. All told, there have been 130 conversions of monthly payments into lump sums, on behalf of beneficiaries and dependents, and in practically every instance the recipient of the money has invested it judiciously with the result that they are now receiving, in the majority of cases, more per month from the investment than they would have received from the payments provided by the Act, which, it must also be remembered, have a limitation of four hundred weeks.

In cases of specific injury such as the loss of legs, arms, eyes, fingers and toes, the Board has seldom rejected a petition for permission to convert the monthly payments into a lump sum, and up to date out of 273 petitions granted, there has been no instance where a mistake was made in allowing the unfortunate to receive his compensation money in a cash lump sum.

One case out of many might be cited. George Bryant, an employe of the York Mining Company, lost a leg, which entitled him to one hundred and eighty weeks' compensation at \$10.00 per week. He petitioned the Board for permission to receive the money in a lump sum and advised that he had an opportunity to buy a small cigar and confectionery store, located at the corner of Rodney and Fifth avenue, in the City of Helena; that he could purchase same for a little less than the amount he would realize from a lump sum settlement. He begged for the opportunity to take the business chance, which was the first one he ever had. He urged that even if he failed and lost his money, he would have the satisfaction of realizing that he had been given a chance. His argument was that even if he failed he would only be anticipating by a few months what would be his inevitable condition at the end of the one hundred and eighty weeks; that as long as he was bound to be "broke" at that time, a few months, sooner or later, was immaterial.

The reasons advanced by the petitioner were so convincing that the Board ordered the insurance company to pay the compensation due claimant in a lump sum, which was done, and the store purchased, with the result that after a year's conduct of the business the beneficiary advises that the business has kept him nicely and has never failed to net him more than \$40.00 per month, and some months has paid him upwards of \$100.00 profit for the thirty days. In all probability when his compensation period of one hundred and eighty weeks is up, he will have realized more than the \$1,800.00 out of the business, and will have a store besides, with an established business, guaranteeing him a nice living for the remainder of his years, instead of facing the poor farm at the end of his compensation period. The Board has a record of over one hundred cases fully as satisfactory.

Nevertheless, there are two sides to the question, and all petitions for lump sum settlements should be carefully

scanned and thoroughly considered, to the end that a mistake may not be made by allowing a person of poor business judgment and shiftless habits to receive the money in a lump sum; but where a petitioner is able to submit convincing proof as to his business ability and as to his good habits and frugality, it is the judgment of the Board that petitions emanating from such a source should be favorably considered.

The 443 fatal accidents occurring during the two year period under each of the three plans, have been disposed of as follows:

	Fatals	Claims Filed	Rejected	No Claim Filed	Pending	Monthly Payments	Lump Sum Settlements
Plan One .....	358	177	3	181	34	17	123
Plan Two .....	64	38	1	26	18	16	3
Plan Three .....	21	10	0	11	5	1	4
	443	225	4	218	57	34	130

### BUREAU OF SAFETY INSPECTION.

Following the action of the Fifteenth Legislative Assembly, which on March 1, last, adopted the recommendation of Governor Stewart and passed Senate Bill No. 17, providing for the merging of the Departments of Boiler Inspection and Coal and Quartz Mine Inspection, and the placing of same under the authority and jurisdiction of the Industrial Accident Board, the Bureau of Safety Inspection was organized on March 5, consisting of four inspectors of Boilers, divided into districts, two inspectors of Quartz Mines and one inspector of Coal Mines.

No change was made in the personnel of the various inspectors of the different departments, except that in the Boiler Inspection Department no appointment was made to fill the vacancy caused by the resignation of Inspector Stephen Parker, of Butte. On April 1, F. J. Coburn was appointed to fill the vacancy caused by the resignation of Inspector Percy L. Brown.

Since the consolidation on March 5, the Department of Boiler Inspection has been operating with three active field inspectors, instead of four as formerly, and the belief is en-

tertained that Inspectors Moran, Prater and Coburn will be able to cover the boiler inspection work of the state even to a greater or more complete extent than was formerly done with four inspectors. As yet, sufficient time has not elapsed or work enough been done to assume that this will be the case, but it is the belief entertained by the members of the Board.

Since March 5, or for a period of about one hundred working days, 1,107 boilers have been inspected by three Inspectors, as against 1,960 boilers inspected during the entire year of 1916, with four Inspectors. The total cost up to June 30 has been \$4,681.02, and the receipts \$9,758.50, indicating a credit balance for the State of \$5,077.48.

Quartz Mine Inspectors William B. Orem and D J. McGrath were retained or reappointed to the positions they had occupied for the past number of years.

The care and inspection of the mines in the Butte district was assigned to Inspector McGrath and the remainder of the State to Inspector Orem. Both Inspectors were instructed to make careful and detailed inspection of every operating mine in the Butte district before starting on the work of the remainder of the State. The Butte work was ordered commenced on March 5 and to be continued steadily until completed. The inspectors were instructed that as fast as the work of inspection of the property was completed, to make out a report covering same and file it in the office of the Board. Eventually this Department will have on file a full and complete detailed statement relating to the underground and surface conditions of every operating mine in the state.

In the case of the Coal Mine Inspector, Mr. John Sander-  
son was reappointed to that position. As heretofore, his  
duty requires his inspection of each operating coal mine in  
the State at least three times during the year. Complete  
reports of every inspection are filed in the office of the De-  
partment.

Mr. W. Roy Sieger, who had served for four years as Clerk of the State Boiler Inspector's office and State Quartz and Coal Mine Inspector's office, was retained, or appointed to the clerkship of the Bureau of Safety Inspection, consisting of the combined departments named.

The law covering the duties of the various inspectors was not changed by the Legislative Act which merged the different departments, consequently the work in the respective departments has remained the same as heretofore. The inspectors have the same duties to perform, with the addition of safety inspection examinations, and the only difference consists in the fact that there is now a central head for each inspector to report to and receive instructions from. This is of great advantage, especially in the work of safety inspection, and saves the State the expense of special inspectors for that work.

To the end that the individuality of each inspector may be retained and the public become acquainted with what each one is doing, the Board has requested each inspector to furnish a brief statement, in the nature of a memoranda, covering the work he has done and is doing, for publication in this report, which will be found in the section following the statistical tables, over the signature of each inspector. With the foregoing will be included a brief report from the Clerk of the Bureau, with tables showing the work done since March 5; also tables showing the financial condition of each inspection department, which is operating on its own appropriation, although under the supervision of the Industrial Accident Board.

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He carefully marked it, "precipice,"  
Opposing counsel said, "what's this?  
Go take a jump off the great abyss,  
It's 'Præcipe,' not 'Precipice'."  
—Fred C. Gabriel, Malta, Montana.

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### DISPUTED QUESTIONS.

Whatever difficulties may have attended the organization period of the Act, and the first year's operations, have practically all disappeared, and the work of the Department is now going forward smoothly, without friction of any kind. The Board has been fortunate in that none of its rulings have been appealed from.

Two friendly test cases were referred to the courts, on an agreed statement of fact, for the purpose of securing the interpretation of the Supreme Court of the State on the provision of the Law relating to public corporations. The find-

ings of the court on the question involved gave general satisfaction, as has been explained in the reference heretofore made to the subject. The Board has still two disputed questions or cases pending, which have also been referred to the courts, on a friendly agreed statement of fact, for the purpose of securing an authoritative interpretation of the Act on the questions involved. One case relates to the City of Helena, concerning the matter of the city paying the premium charges due the Industrial Accident Board, under Plan Three, when the city has already reached its limit of indebtedness and has no money to pay the premium, without increasing the bonded indebtedness—or at least so claimed. The other case involves the question whether or not a stroke of lightning, which is generally classified as an "act of God", is an accident arising out of and in the course of an inherently hazardous occupation, within the meaning of the Workmen's Compensation Act.

The fact that many thousands of cases have come before the Board for adjudication during the past two years, and that no appeal has been taken from the rulings made, is very gratifying to the members, although they realize that the majority of the questions submitted were of minor import. Nevertheless, upwards of twelve thousand five hundred questions were passed upon, of sufficient importance to require the recording and transmission of decisions in each individual instance. The Board has handled over three hundred thousand pieces of mail matter, since its organization, nearly twenty-six months ago, which makes an average of about four hundred pieces a day, and in this mass of correspondence fully thirty thousand questions have been asked. While the majority of these have been simple, yet some have been peculiar and perplexing; nevertheless all have been answered, and as no exceptions have been taken it is reasonable to assume that they were answered correctly, or at least to the satisfaction of the questioner.

In connection with this part of the record, the most satisfactory feature, at least to the Board, has been the ease and dispatch with which all claims for compensation have been settled and the gratifying fact that the cost of administering the Act has been so much less than was considered even remotely possible by those familiar with similar propositions in other states.

"Opportunity is a horse all saddled and bridled,  
Which once in a lifetime stops at every man's door;  
Be ready, mount, and he will carry you to success and victory;  
Pause but a moment, and the echo of his iron hoofs  
Resound down the corridors of time,  
Will ever remind you of what you have lost."

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### ADMINISTRATION PROBLEMS.

Since the Law became operative there has been worked out, without friction, or serious trouble of any kind, a complex system of compensation application, unique in its scope, because it provides for three entirely different methods of dealing with the subject, leaving the choice to the employer.

The Board found, at the commencement of the work, that in addition to being administrator of a peculiar and diverse compensation system, it was also in charge, through the medium of Plan Three, of something embracing all the features of insurance, including the establishment and classification of industries and rates, even if the task did not contemplate the procuring of business. As a consequence, the Board's chief concern was to devise ways and means of making effective, in the most practicable manner possible, the new, untried law, which marked such a startling innovation in the State's body politic.

As to how poorly or how well this was done, time alone can tell. The Board does know that the work has been handled expeditiously, economically and accurately and that up to the present moment there has not been a complaint of any kind brought to the Board's attention to indicate that the work has not been carried on to the satisfaction of the public. Whether good or bad, the Board and its staff of employes are responsible for the system in operation, as no outside assistance was employed.

The Board's first Secretary, Mr. A. G. McNaught, who, much to the regret of the members, left the service last April, had charge of the work of organizing the office force and installing the system with which to handle the business. He was ably assisted in arranging the Accounting and Auditing Department by Mr. R. S. McAllister, who designed the books used in that Department, and now has charge of same. Mr. McAllister prepared the statistical tables submitted in this report, and has prefaced them with a comprehensive explanatory statement..

In devising a system for the Statistical and Claim Department Mr. G. G. Watt, who is now the efficient secretary of the Board, rendered exceptionally valuable service and had charge of that Department until advanced to the secretaryship, when the work was turned over to Mr. E. B. Kennedy, who now handles it, assisted by Mr. Walter Bill, both being under the direct supervision of Mr. McAllister.

The entire filing system is in charge of Miss Elsie Abramson, assisted at times by Miss Helen Word and Miss Mae Blow, who also handle the stenographic work.

That the system established and placed in operation is practical, effective and economical, is evidenced by the fact that while upwards of three hundred thousand pieces of mail matter have been handled at the office during the past twenty-six months, the work has been done with a force of two accountants, one filing clerk, and three stenographers, comprising the entire force (six) outside of the Secretary. The salary cost for the two years of the entire force, including the Secretary, has been but \$18,800.00.

The figures submitted supply their own commentary and the Board respectfully, but earnestly requests Governor Stewart, or any citizen of the state, to compare them with the record of any other state operating under a compensation law, administered by a special board or commission, which, in addition to administering the Compensation Act, also has full supervision over the Inspection and Safety Regulation Department. In the event the investigation urged is made, it will disclose the fact that in no state is the office staff less than double the number employed here, and in the majority of instances from four to ten times as many.

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"If you think you are beaten, you are;  
If you think you dare not, you don't;  
If you'd like to win, but you think you can't  
It's almost a cinch you won't;  
If you think you'll lose, you're lost,  
For out of the world we find  
Success begins with a fellow's will—  
It's all in the state of mind.  
If you think you're outclassed, you are;  
You've got to think high to rise,  
You've got to be sure of yourself before  
You even can win a prize.  
Life's battles don't always go  
To the stronger or faster man;  
But soon or late the man who wins,  
Is the one who thinks he can."

—The Anode, December, 1916.

## ADMINISTRATIVE ECONOMY AND EFFICIENCY.

The enormous amount of detail work required to properly "handle the traffic" has made it necessary to eliminate everything of an experimental or untried nature. Strict attention has been paid to each detail of office management and in every feature of the administration the strictest economy has been at all times, and now is, practiced. A thorough study has been made all along the line to simplify matters and avoid all useless work or routine. When any change could be made that would result in increased efficiency or economy, it was instantly put into effect.

In an apparently trifling matter, such as the outgoing daily mail, it was soon detected that in the correspondence with large employers of labor and insurance carriers a saving could be effected in postage by enclosing all letters going to such employers or insurance companies each day under one cover. Also, a few months experience soon indicated that postal cards could be used in many cases, instead of letters, and the change was promptly put into effect. As has heretofore been stated, the pieces of mail matter handled by the Board during the past two years have aggregated about three hundred thousand, but if each letter had been sent out in a separate envelope and letters used instead of postcards, the number would have greatly exceeded the figures given, and the cost of postage, which to date is \$5,174.51, would have been fully one-third more. When the Board was organized, in May, 1915, Governor Stewart admonished the members very forcibly as to the imperative necessity for the practice at all times of the strictest economy in connection with each and every feature of its operation. This admonition has been constantly and consistently adhered to and the Board is of the opinion that even those who were opposed to the Law and who may still be out of sympathy with it, will concede that its administration has been and is efficient and economical in every respect.

The entire expenditures of all kinds attending the administration of the Act, including salaries, printing, supplies, furniture, inspections and all other expenses of the Board incurred in the administration of the Law since its approval, on March 8, 1915, up to June 30, 1917, amount to \$59,285.99, against which has been earned on account of inspections made

\$5,049.50, leaving a net total expenditure for the twenty-eight months in question of \$54,236.49, which leaves a balance of over \$45,000.00 of the two legislative biennial appropriations to cover the remaining twenty months of the four year appropriation period.

Of the amount expended \$2,431.97 has been for furniture and fixtures and \$5,174.51 for postage.

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Teacher was trying to elucidate the meaning of the word "recuperate" to one of the pupils.

"Now, Tommy," she said, "if your father worked hard all day he would be tired and worn out, wouldn't he?"

"Yes'm."

"Then when night comes and his work is over for the day, what does he do?"

"That's what mother wants to know."

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### SUPPORT AND ASSISTANCE NEEDED.

All the statistical tables submitted in this report have been compiled from the records of this office and represent some portion of the data that has been gathered and tabulated for reference in connection with the administration work. It has been and is the endeavor of the Board to make the statistical records of the Department as complete and accurate as possible, especially covering all matters in any wise relating to accidents of all kinds occurring in every hazardous industry in the state.

The Board fully appreciates the fact that if the administration of the Act is to be successful, it is necessary to gather complete and exhaustive data covering everything in the nature of industrial accidents, their cause and possible prevention and with the continued kind co-operation of the employers and employes of the state this will be done.

The members of the Board fully realize that they must have the active co-operation of all the people and interests of the state, as well as the employers and employes, if they are to succeed, even passably well, in the work of administering the Law effectively. They believe that if they can continue to be supported and assisted in the manner that they have been during the past two years there will be little doubt as to the operation of the Law proving successful.

The Board greatly appreciates the aid that it has received from all the officials of the counties, cities and towns of the

state, as well as that rendered by all the state officers, especially the Attorney General's office. Gratitude is also due to the newspapers of the state, which have very generously favored the Law by the publication of all matters of interest to the public. They have been a great factor in carrying to the public information and details relating to the provisions of the Act which it would have been impossible to have acquainted the people with in any other way.

They have very generously given the Board the free use of their columns for the publication of information which they considered would be of interest to the people, for which kind co-operation the Board is very grateful.

The members of the Board also desire to bear testimony to the kind assistance and considerate interest that they have at all times received from the members of the medical and legal professions of the state, which they hope they will continue to merit and receive.

All the large operating companies in the state have also contributed out of the volume of their experience suggestions that have proved valuable in the work of administering the Act and have rendered generous aid in every way possible. The insurance companies doing business in the state have also assisted the Board most graciously in many trying instances.

Grateful thanks from the Board are due the National Safety Council and National Founder's Association for much help rendered, also to all the states operating under compensation laws, as the administrators of the law in those states have aided with valuable advice, interesting statistics and many precedents, carefully elucidated, and the Board gratefully acknowledges the debt with the hope that it will continue to be the recipient of similar favors.

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"Did you give him a lift? He's a brother of man,  
And bearing about all the burden he can.  
Did you give him a smile? He was downcast and blue,  
And the smile would have helped him to battle it through.  
"Did you give him your hand? He was slipping down hill,  
And the world, so he fancied, was using him ill.  
Did you give him a word? Did you show him the road?  
Or did you just let him go on with his load?  
"Do you know what it means to be losing the fight,  
When a lift just in time might set everything right?  
Do you know what it means—just the clasp of a hand—  
When a man's borne about all a man ought to stand?  
"Did you ask what it was—why the quivering lip?  
Why the half-suppressed sob, and the scalding tears drip?  
Were you brother of his when the time came of need?  
Did you offer to help him or didn't you heed?"

### CONCLUSION.

The members of the Board ask the indulgence of those who may read this report for the length of the introductory portion of it and trust that the tediousness of what has preceded will be compensated for by the interesting and live data contained in the tables which follow—fifty-four in number.

The Board avails itself of this opportunity to guarantee to the Governor, and through him to the taxpayers of the state, that the cost of administering the Act will not reach the amount appropriated by the Legislature and that there need be no apprehension as to the possibility of a request being made for permission to operate under a deficiency appropriation, as is the case in so many of the other states.

In assuring the Governor and the taxpayers of the state of this fact, the Board respectfully requests that the expenditures made by this department for the organization and administration of the Act, for the past two years, be compared to the expense attending like work in any one of the thirty-four states operating under a compensation law. If this is done, there will be no instance found where a similar period, covering similar work, has not cost the state in question at least twice the amount expended here, and in many instances, where the population and work compares with that of Montana, the expense will be found to amount to five times what this Board has expended for the same period and the same work.

When considering the beneficent features of humantarianism guaranteed by the Law, through the conservation of life and the remuneration for loss of earning power, to the people of the state, it should be remembered that the cost of administering the Law is more than returned through the saving in court expenses. Carefully compiled figures prove that heretofore something over one-fifth of the time of the courts in this state has been occupied by the consideration of employes' personal injury cases. The Compensation Law relieves the courts of this burden and thereby saves in time and attendant costs more than the entire expense of administering the Act.

The past two years experience justifies the prediction that the new law has come to stay. The people of this great state heartily endorse the wisdom and justice of legislation that

deals fairly with the man who toils, that humanity may enjoy the fruit of his labor, and if it proves that the efforts of this Board have been in any wise instrumental in the realization of this most desirable end, the members will feel amply repaid for what effort they may have contributed.

Since the law became operative, the members of the Board have at all times devoted their best efforts to its administration. They have diligently applied themselves to the many complex problems arising of necessity out of the new, untried statute, with which the people had no acquaintance. However, the public soon realized the wonderful advantage possessed by the new system, as compared to the old liability law, redress for occupational injuries. They quickly comprehended, in the light of modern industrial conditions, that the old system was uneconomical, unjust and wasteful; that it was a system that had its origin—including the rules of law peculiar thereto—developed and established in conditions of industry which were simple and in their day and age comparatively safe; that regardless of how logical and feasible the system might have been at the time when conditions, comparatively speaking, justified that system, today it is absolutely impracticable and inapplicable. The inevitable conclusion attending such a line of reasoning has been and is that the law enacted at the urgent request and recommendation of Governor Stewart has become a fixed and inseparable portion of the body politic of Montana, for all time.

While all the employers and employes, as well as all the professional men of the state and, in fact, everyone with whom the Board has come in contact, have been exceedingly kind and very helpful, yet the members of the Board fully realize that to Governor Stewart belongs the credit for what little success may have attended their labors. The magnificent support and assistance given the department at all times by the Governor has been of great material benefit and it is doubtful if the Board could have accomplished a fraction of what it has, had it not been for his generous moral encouragement and personal influence.

In returning thanks and expressing appreciation for the executive assistance it has enjoyed, the Board desires to call His Excellency's attention to the fact that it has at all times observed the positive instruction and strict admonition which he

gave, to practice economy in connection with efficiency, in every feature and detail of the work.

The faithful observation of these instructions has resulted in the economic record made and if the Board can continue to be favored with the generous help it has been receiving from all interested parties in the state, supplemented by the comprehensive co-operation and valuable assistance of the Chief executive, there will be no doubt as to the operation of the Law proving a success. The members of the Board are profoundly conscious of the fact that without the Governor's active aid they could have accomplished very little and while deeply grateful to His Excellency for the favors of the past, they most earnestly hope and ask at this time for a continuance of that splendid support for the future that will most surely guarantee the satisfactory administration of the Act.

Respectfully submitted,

A. E. SPRIGGS.

R. G. POLAND.

WM. J. SWINDLEHURST.

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#### PLAYING SOLDIER.

I once watched a traffic man raising his hand  
And bringing the horses and wagon to stand,  
While at his gesture all waited—and lo!  
Crossing ahead came a proud little show;  
Ten boys they were with a flag, fife and drum—  
Ten boys, the one with a flag was my son—  
Playing Soldier—

Gallant he fought in those little boy days,  
Planning maneuvers in little boy ways—  
Holding his yard from invasion! I seem  
Now to look back on it all as a dream.  
Still I can see him, his fair hair awry—  
Holding the flag up, with fight in his eye—  
Playing Soldier—

Years have gone by—my lad has his chance;  
Now he is over there, “somewhere in France”  
“Somewhere in France”—that impish young boy,  
Dear God, I love him!—My pride and my joy.  
Help his lone father to fight, just the same—  
Fight with the joy of a son “in the game”—  
Playing Soldier—

—Margaret Yandes Bryan.

## SYNOPSIS OF LAW

**Date of enactment.**—March 8, 1915; in effect July 1, 1915.

**Injuries compensated.**—Injuries arising out of and in course of employment, resulting from some fortuitous event, causing death or disability of more than 2 weeks' duration.

**Industries covered.**—“All inherently hazardous works and occupations,” including manufactures, construction work, transportation, and repair of the means thereof, and any hazardous occupation or work not enumerated, in which employers elect, but not including agricultural, domestic, or casual labor.

**Persons compensated.**—Private employment: All persons other than independent contractors, employed in the industries covered, whether as manual laborers or otherwise, except casual employees. Public employment: All employees in the industries covered.

**Burden of payment.**—All on employer except that contributions may be arranged for hospital fund.

**Compensation for death:**

- (a) \$75 for funeral expenses, if death occurs within 6 months of injury.
- (b) To beneficiaries (widow, widower, child or children under 16, or invalid child above 16) 50 per cent of wages of the deceased if residents of the United States; if not, 50 per cent of such compensation. To major dependents (father or mother) in case there are no beneficiaries, 40 per cent. To minor dependents (brothers or sisters actually dependent), if no beneficiary of major dependents, 30 per cent. Nonresident alien dependents receive nothing unless required by treaty, nor do beneficiaries if citizens of a Government excluding citizens of the United States from equal benefits under compensation laws. Term of payments may not exceed 400 weeks, \$10 maximum, \$6 minimum; if wages less than \$6, then full wages. Payments cease on remarriage of widow or widower, or when child, brother, or sister reaches the age of 16, unless an invalid.

**Compensation for disability:**

- (a) Medical and hospital services during first 2 weeks after happening of injury, not over \$50 in value, unless there is a hospital contract.
- (b) For total temporary disability, 50 per cent of wages during disability, \$10 maximum, \$6 minimum, unless wages are less than \$6, when full wages will be paid, for not more than 300 weeks.
- (c) For total permanent disability, same scale as above for 400 weeks, then \$5 per week while disability continues.
- (d) For partial disability, 50 per cent of the wage loss, wages and benefits not to exceed \$10 nor fall below \$6 in amount, unless wages at time of injury were less than \$6; payments to continue not more than 150 weeks for permanent cases, and 50 weeks where disability is temporary.
- (e) For maimings, compensation of same scale and limits as in (b) for terms ranging from 3 to 200 weeks. Periodical payments may in any case be converted in whole or part to lump sums.

**Revision of benefits.**—Decisions and awards may be rescinded or amended at any time by the industrial accident board, for good cause.

**Insurance.**—The employer may carry his own risk on a showing of financial ability; security may be required for probable liabilities and must be given when a continuing payment is ascertained. Insurance may be carried in any company authorized to do business in the State, or the employer may contribute to a State fund.

**Security of payments.**—In case of bankruptcy, etc., liabilities under this act are a first lien upon any deposit made by an employer, and if this is not sufficient, then on any property of the employer or insurer within the State, and shall be prorated with other lienable claims.

**Settlement of disputes.**—Proceedings to determine disputes under the act must be instituted before the board and not elsewhere; limited appeal to courts.

## TO THE NEW LAW

(Reprinted from the 1916 Report)

It's a brand new wrinkle, Brother, in our good old Treasure State,  
This here Compensation statute that we're workin' by of late,  
An' my own exact opinion, if you rise an' want to know'  
Is that the same Law's a good un if you give it half a show.

If I'm workin' in the timber, if I'm in the mill or mine,  
If I'm sweatin' in' the smelter, if I'm on the 'lectric line,  
There's a soothin', homey feelin' when I pause to cogitate  
That whatever else may happen, there's a law to compensate.

If I'm mixed up in a mishap (which I hope may never come)  
An' I get a clip that floors me an' I'm crippled up quite some,  
Then I know the law's behind me, 'bout one thing I needn't fret:  
I'll be 'tended to while healin', an' I'll mock old Mister Debt!

Sure, the law may not be perfect—little done by humans is—  
But this law of Compensation, let the toiler call it his!  
It's the thing that spells Protection, makes sweet thoughts pervade his  
dome  
When he knows it offers shelter to the wife an' kids at home!

But I p'intedly don't hanker for to draw that kind of pay,  
An' I'll try to see, my Brother, that it don't bob up your way;  
Every motion I'll make careful, to prevent the thing that's worst,  
An' I'll sing an' preach the doctrine that we're callin' "Safety First!"

—WILL AIKEN

Helena, Montana, July, 1916.

## TABLE OF INFORMATION.

Compiled by Accounting Department.

The following Tables of Information compiled by this Department have been devised for the purpose of informing the Employers, Employees and others who might be interested in matters of this kind; in that it may be of value to them in their particular line of industry or industries.

Each Plan is carried entirely separately on the records of this Department in order that information might be furnished in regard to that particular Plan. All Plans are then compiled together, or in other words, furnishing a summary of all industries in one.

A brief explanation of these Tables is herewith given, assuming that it will be of some information to those who are interested:

This Statement shows the net results of the Act since March 1st, 1915. The balance represented in the Industrial Accident Fund is the net amount of Premium Income less the net amount of Compensation Disbursements. This fund also controls the Class Ledger and Industry Funds, each industry being carried separately according to the receipts and disbursements. The receipts are divided into Premium Income; the disbursements being divided into Compensation, which includes Temporary Total, Permanent Partial, Permanent Total, and Fatal payments; Medical and Hospital Fees and Burial Expense for deceased workmen; also refunds which represents overpayments of Assessments by Employers. The amount of Refund properly deducted from the amount of Income in order to show the net amount of Assessments or Premium Income. At the end of the two-year period, there are 196 Industrial Funds in operation.

### **Administrative Fund.**

This represents the amount of Collections received from the Department of Safety Inspection.

### **Investment Fund.**

The balance herewith shown represents the registered Warrants received by Counties, Cities and School Districts and draw six per cent (6%) interest and are held subject to the call by the different Treasurers of these various sub-divisions of the State Government.

**Compensation.**

This represents the total amount paid for all classes of Compensation to injured employees.

**Administrative Expense.**

This is the total amount expended since March 1st, 1915. This is also verified by a separate schedule showing for what purpose money has been expended.

**Refunds.**

This shows the total amount refunded to various employers for over-payment of Assessments.

**Bonds and Securities.**

This represents securities deposited by employers under Plan Number One for guaranteeing payments of Compensation.

**Furniture and Fixtures.**

This amount represents items not considered expense, which are in daily use and are subject to sale whereby the State may be refunded a certain amount representing the value of the fixtures at this time.

**Expenditures Authorized.**

This amount represents the amount authorized by the Legislature to be expended for the period ending February 28th, 1919.

**Accrued Disabilities..**

This represents a stated amount authorized by law to be paid to injured employees for permanent disabilities.

**Premium Income.**

This balance is the amount of Premium Income or Assessments.

**Administrative Income.**

This is the net amount received from the Department of Safety Inspection, after deducting expenses of the Commissioners on account making inspections. See separate table for Industries Contributing to this:

**Industrial Fund Warrant Account.**

This represents Warrants issued by the Board and not redeemed by the State Treasurer at this time.

**Administrative Fund Warrant Account.**

This represents the total amount expended of the Appropriation ending February 28th, 1919.

**Special Deposits.**

This represents over-payments made by employers in paying their assessments.

**Interest Received.**

This is interest received on Industrial Accident Fund and registered Warrants.

**Statistics.**

All accidents are classified as to Industry and Degree of Disability. This is sub-divided into Temporary Total, Permanent Partial, Permanent Total and Fatal or deaths. Each Industry bears it's own burden of the accidents in every respect.

**Compensation Payments.**

These are classified as to Industry and Disability in the same manner as the accidents are classified. The object of this is to ascertain as nearly as possible the Industries which have the greatest number of accidents and the largest amount of Compensation payments in order to equalize rates.

Records are kept of each employer showing the number of Accidents he has had and the amount of Compensation disbursed on his behalf.

**Employers Under Plan Number Three.**

To Employers under Plan Number Three, their attention is particularly called to the Table scheduled as "Compensation Costs, December 31st, 1916." This shows the exact cost to employers operating under Plan Number Three up to that date on the total payrolls submitted.

**Parts of Body Affected.**

The Table exhibiting the injuries to the parts of the body affected, all Plans, refers to Temporary Total accidents only. This is an important feature to employees in that it shows what parts of the body are subject to the greatest number of accidents.

Trusting this brief explanation might be of some assistance and benefit to those interested in the Compensation Act and bearing in mind that the well known phrase, "Errors and Omissions Excepted" will be appreciated.

Respectively submitted,  
ACCOUNTING DEPARTMENT,  
R. S. McALLISTER,  
Chief Accountant.

**FINANCIAL STATEMENT.****ASSETS.**

March 1st, 1915, to June 30th, 1917.

Industrial Fund .....	\$ 32754.31
Administrative Fund .....	12095.92
Investment Fund, (Registered Warrants) .....	4502.85
Compensation .....	40890.52
Administrative Expense .....	56854.02
Refunds .....	1063.84
Bonds & Securities, (Deposited for Plan No. 1).....	35000.00
Furniture & Fixtures .....	2431.97
Expenditures Authorized .....	107600.00
Accrued Disabilities .....	15026.95
	308220.38

**LIABILITIES.**

Premium Income .....	\$77179.25
Less Uncollected .....	3713.42
	73465.83
Collections .....	
Administrative Income .....	12343.17
Less uncollected .....	247.25
Collections, (Inspection Fees) .....	\$ 12095.92
Industrial Fund Warrant Account .....	5336.91
Administrative Fund Warrant Account .....	15998.21
Appropriations, (Including Boiler, Quartz and Coal Mine Inspection .....	150883.52
Bonds & Securities in Trust .....	35000.00
Special Deposits .....	1.02
Interest Received .....	412.02
Reserve for Known Liabilities .....	15026.95
	\$308220.38

**ADMINISTRATIVE EXPENSE DISTRIBUTION.**

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March 1st, 1915 to June 30th, 1917.

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Salary Commissioner .....	\$ 8666.58
Expense Commissioners .....	2843.13
Salary Secretary .....	4520.83
Salary Accountant .....	4398.33
Salary Statistician .....	3231.90
Salaries Stenographers .....	8728.52
Salary File Clerk .....	2880.50
Printing and Stationary .....	6365.48
Postage .....	4174.51
Telephone & Telegraph .....	587.60
Premiums on Surety Bonds .....	543.50
Office Expense .....	980.70
Medical Examinations .....	58.00
Periodicals & Publications .....	103.57
Claim Investigations .....	502.18
Boiler Inspectors Salaries .....	2820.00
Boiler Inspectors Expense .....	2004.67
Coal Mine Inspectors Salaries .....	933.32
Coal Mine Inspectors Expense .....	417.00
Quartz Mine Inspectors Salaries .....	1700.00
Quartz Mine Inspectors Expense .....	393.70
	<hr/>
	\$56854.02

## FUND BALANCES BY CLASSES.

The following table represents Fund Balances for the different classes under the Act, Plan Three. The payrolls shown are initial and in most cases, estimated by employer, and are not the total of payrolls under this plan. It can be readily understood that employers are continually coming under the Act and each month shows a substantial increase in the number. In other words, the business is progressively increasing, while assessments are collected at intervals of three or four months; therefore, these payrolls cannot be used as a basis to estimate the premium income.

The actual assessment rate on actual payrolls is found on another page of this report.

### CLASS NO. 1.

Printing, Bookbinding, Motion Pictures, Unclassified, etc.

Rate 65/100 of 1 %	
No. of Firms.....	23
No. of Employees.....	135
Amount of Payrolls....	\$152,804.51
Premium Income .....	\$ 916.16
Compensation .....	\$ 39.00
Medical and Hospital...	46.00
Refunds .....	46.44
Balance .....	\$ 784.72

### CLASS NO. 2.

Wood and Coal Yards, No Power Machinery, etc.

Rate 8/10 of 1%	
No. of Firms .....	2
No. of Employees.....	13
Amount of Payrolls....	\$ 6,267.94
Premium Income .....	\$ 37.67
Compensation .....	
Medical and Hospital...	
Refunds .....	
Balance .....	\$ 37.67

### CLASS NO. 3.

Teaming, Draying, Garages with Power Machinery, Plant Repairs, etc.

Rate 1.3%	
No. of Firms .....	22
No. of Employees .....	106
Amount of Payrolls....	\$ 64,676.23
Premium Income.....	\$ 1,016.25
Compensation .....	\$ 450.88
Medical and Hospital...	171.50
Refunds .....	30.73
Balance .....	\$ 363.14

### CLASS NO. 4.

Creameries, Painting and Decorating, Inside, etc.

Rate 1.4%	
No. of Firms .....	4
No. of Employees.....	13
Amount of Payrolls....	\$ 5,828.58
Premium Income.....	\$ 71.60
Compensation .....	
Medical and Hospital...	
Refunds .....	\$ 5.85
Balance .....	\$ 66.25

## INDUSTRIAL ACCIDENT BOARD

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## CLASS NO. 5.

Laying Asphalt, Cutting Stone, Laying Concrete in Floors, Grain Elevators, Lathing and Plastering, Electric Apparatus Inside, Covering Boilers and Steam Pipes, Machine Shops, Well Drilling, Blacksmith Shops, etc.

Rate 1.5%	
No. of Firms.....	142
No. of Employees.....	1,617
Amount of Payrolls... \$199,163.53	
Premium Income.....	\$ 3,296.91
Compensation.....	\$ 1,424.47
Medical and Hospital...	856.95
Refunds .....	372.64
Balance .....	\$ 643.85

## CLASS NO. 6.

Laundries, Show Cases and Furniture, Flour Mills, Cabinet Making, etc.

Rate 1.6%	
No. of Firms.....	16
No. of Employees.....	104
Amount of Payrolls... \$ 22,784.99	
Premium Income.....	\$ 309.86
Compensation.....	\$ 15.00
Medical and Hospital...	127.00
Refunds .....	25.74
Balance .....	\$ 142.12

## CLASS NO. 7.

Brick, Tile and Terra Cotta Manufacturing, etc.

Rate 1.8%	
No. of Firms.....	2
No. of Employees.....	47
Amount of Payrolls... \$ 3,270.61	
Premium Income.....	\$ 60.73
Compensation.....	
Medical and Hospital...	
Refunds .....	\$ 13.04
Balance .....	\$ 47.69

## CLASS NO. 8.

Water and Gas Works operating, Consolidated Street Work, Plumbing, etc.

Rate 1.9%	
No. of Firms.....	87
No. of Employees.....	3,237
Amount of Payrolls... \$932,271.26	
Premium Income.....	\$17,690.58
Compensation.....	\$ 3,401.86
Medical and Hospital...	1,297.00
Refunds .....	1,459.63
Balance .....	\$11,532.09

## CLASS NO. 9.

Foundries, Cold Storage and Packing Plants, Ferries, Stone Crushing, Heating and Power Plants, Hot Flooring Composition, Butcher Shop, etc.

Rate 2%	
No. of Firms.....	60
No. of Employees.....	265
Amount of Payrolls... \$150,894.21	
Premium Income.....	\$ 3,085.02
Compensation.....	\$ 8.60
Medical and Hospital...	51.00
Refunds .....	67.55
Balance .....	\$ 2,957.87

## CLASS NO. 10.

Installing Machinery, Garbage Plants, Crematories, Lime Kilns, etc.

Rate 2.2%	
No. of Firms.....	3
No. of Employees.....	9
Amount of Payrolls... \$ 43,382.20	
Premium Income.....	\$ 1,031.85
Compensation.....	
Medical and Hospital...	\$ 111.00
Refunds .....	38.12
Balance .....	\$ 882.73

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## CLASS NO. 11.

Work in Building Material, etc.

Rate 2.25%	
No. of Firms	
No. of Employees	
Amount of Payrolls....	\$ 2,023.12
Premium Income.....	\$ 55.51
Compensation .....	
Medical and Hospital...	
Refunds .....	\$ 13.01
Balance .....	\$ 42.50

## CLASS NO. 12.

Planing Mills, Cement Manufacturing, etc.

Rate 2.3%	
No. of Firms.....	6
No. of Employees.....	45
Amount of Payrolls....	\$ 12,830.00
Premium Income.....	\$ 296.96
Compensation .....	\$ 48.39
Medical and Hospital...	108.15
Refunds .....	94.07
Balance .....	\$ 46.35

## CLASS NO. 13.

Road Work, Blasting, etc.

Rate 2.4%	
No. of Firms	
No. of Employees	
Amount of Payrolls....	\$ 30,734.60
Premium Income.....	\$ 781.09
Compensation .....	\$ 268.50
Medical and Hospital...	65.00
Refunds .....	26.99
Balance .....	\$ 420.60

## CLASS NO. 14.

Painting Exterior, Operating Wood Saws, Milling Ore, Hauling Gravel, Gravel Pits, Bridge Work, Factories, Saw Mills, Steam Threshers, etc.

Rate 2.5%	
No. of Firms.....	37
No. of Employees.....	407
Amount of Payrolls....	\$ 70,317.56
Premium Income.....	\$ 2,562.62
Compensation .....	\$ 703.34
Medical and Hospital...	104.20
Refunds .....	184.45
Balance .....	\$ 1,570.63

## CLASS NO. 15.

Logging, Quarries, Ice Harvesting, etc.

Rate 2.75%	
No. of Firms.....	21
No. of Employees.....	502
Amount of Payrolls....	\$ 109,669.12
Premium Income.....	\$ 3,323.19
Compensation .....	\$ 1,168.39
Medical and Hospital...	99.50
Refunds .....	182.61
Balance .....	\$ 1,872.69

## CLASS NO. 16.

Mining Other than Coal, Coal Mines, Sewer Construction, Light and Water Construction, etc.

Rate 3%	
No. of Firms.....	145
No. of Employees.....	1,537
Amount of Payrolls....	\$ 582,399.61
Premium Income .....	\$ 16,101.91
Compensation .....	\$ 16,692.74
Medical and Hospital...	923.40
Refunds .....	1,235.21
Balance .....	*\$ 2,749.44

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## CLASS NO. 17.

Railroad Construction, Telephone and Telegraph, etc.

Rate 3.25%			
No. of Firms.....	6		
No. of Employees.....	6		
Amount of Payrolls....	\$ 29,532.57		
Premium Income.....		\$ 948.46	
Compensation .....			\$ 1,360.93
Medical and Hospital...			
Refunds .....		165.42	
Balance .....			*\$ 577.89

## CLASS NO. 18.

Carpenters and Builders, Light and Power Plants, Operating Steam and Electric Railways, etc.

Rate 3.5%			
No. of Firms.....	85		
No. of Employees.....	1,090		
Amount of Payrolls....	\$ 241,098.02		
Premium Income.....		\$ 9,222.74	
Compensation .....			\$ 5,220.95
Medical and Hospital...			773.45
Refunds .....		806.72	
Balance .....			\$ 2,421.62

## CLASS NO. 19.

Pile Driving, Iron and Tin Works, Cellar Excavation, etc.

Rate 3.75%			
No. of Firms.....	4		
No. of Employees.....	21		
Amount of Payrolls....	\$ 7,365.20		
Premium Income.....		\$ 428.20	
Compensation .....			\$ 310.00
Medical and Hospital...			3.00
Refunds .....		45.83	
Balance .....			\$ 69.37

## CLASS NO. 20.

Electric Apparatus Outside Work, Tunnel Construction, Shaft Sinking, Metal and Tin Stamping, etc.

Rate 4%			
No. of Firms.....	6		
No. of Employees.....	54		
Amount of Payrolls....	\$ 39,669.23		
Premium Income.....		\$ 2,417.82	
Compensation .....			\$ 1,978.22
Medical and Hospital...			42.15
Refunds .....		19.91	
Balance .....			\$ 377.54

## CLASS NO. 21.

Bridge Building, Stone Work, Brick Construction, Stone Setting, Roof Work, Moving Safes and Machinery, etc.

Rate 4.5%			
No. of Firms.....	19		
No. of Employees.....	170		
Amount of Payrolls....	\$ 105,911.24		
Premium Income.....		\$ 6,150.98	
Compensation .....			\$ 2,666.90
Medical and Hospital...			95.50
Refunds .....		622.90	
Balance .....			\$ 2,765.68

## CLASS NO. 22.

Excavations not classified, Water Mains, Sewer Construction, Over 7 Feet.

Rate 5%			
No. of Firms.....	12		
No. of Employees.....	156		
Amount of Payrolls....	\$ 34,059.37		
Premium Income.....		\$ 2,321.36	
Compensation .....			187.00
Medical and Hospital...			236.00
Refunds .....		156.91	
Balance .....			\$ 1,741.45

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## CLASS NO. 23.

Concrete Structures, Concrete and Cement Work not Classified, Fire Doors, and Shutters, Firemen, etc.

Rate 6%	
No. of Firms.....	3
No. of Employees.....	36
Amount of Payrolls....	\$ 76,922.22
Premium Income.....	\$ 6,365.23
Compensation .....	\$ 244.00
Medical and Hospital...	196.85
Refunds .....	440.55
Balance .....	\$ 5,483.83

## CLASS NO. 24.

Iron and Steel Frames, Construction and Repairing, etc.

Rate 6.5%	
No. of Firms.....	2
No. of Employees.....	25
Amount of Payrolls....	\$ 3,021.02
Premium Income.....	\$ 408.08
Compensation .....	\$ 47.05
Medical and Hospital...	27.83
Refunds .....	
Balance .....	\$ 333.20

## CLASS NO. 25.

House Moving and Wrecking, etc.

Rate 6.75%	
No. of Firms.....	
No. of Employees.....	
Amount of Payrolls....	\$ 855.89
Premium Income.....	\$ 57.77
Compensation .....	
Medical and Hospital...	
Refunds .....	
Balance .....	\$ 57.77

## CLASS NO. 27.

Non-Hazardous, etc.

Rate $\frac{1}{2}$ of 1%	
No. of Firms.....	10
No. of Employees.....	96
Amount of Payrolls....	\$ 33,676.14
Premium Income.....	\$ 175.52
Compensation .....	
Medical and Hospital...	
Refunds .....	\$ 2.34
Balance .....	\$ 173.18

Special Deposits Not Distributed .....	
Interest Not Distributed .....	1.02
	412.02
Deposited with State Treasurer .....	\$32,754.31
Warrants Held in Investment Fund .....	4,502.85
Less Warrants Outstanding .....	\$37,257.16
	5,336.91
	\$31,920.25
	\$31,920.25

## \* Overdraft.

The overdrafts indicated \* are owing to the fact that all permanent partial and fatal injuries have been settled in lump sum payments.

One assessment at the regular rate (notice of which has been sent out), will give these classes a substantial credit.

## Plan No. 3.

## STATEMENT OF ADMINISTRATIVE INCOME CLASSIFIED AS TO INDUSTRY.

July 1st, 1916, to June 30th, 1917.

Industries, (Balance Previously Rendered) .....	\$ 3254.75
Smelters .....	30.20
Printing and Publishing .....	15.00
Breweries .....	45.00
Coal Mines .....	203.85
Launries .....	125.00
Street Railways .....	5.00
Cracker Factories .....	10.00
Mines .....	233.45
Elevators .....	750.00
Creameries .....	45.00
Brick Plants .....	15.00
Butcher Shops .....	15.00
Flour Mills .....	35.00
Cement Plants .....	14.25
Lime Quarries .....	5.00
Water Works .....	15.00
Lumber Operations .....	126.40
Light & Power Plants .....	35.00
Ice Cream Plants .....	5.00
Stone Quarries .....	5.00
Foundries .....	
Machine Shops .....	10.00
Iron Works .....	
Gas Plants .....	15.00
Soap Factories .....	5.00
Clay Product Plants .....	5.00
Flax Mills .....	5.00
Refrigerating Plants .....	10.00
Miscellaneous .....	1.60
Fees Boiler Inspections, (March, April, Ma y and June, 1917, only .....	5835.00
Fees from Licenses Issued, (March, April, May and June, 1917, only .....	3923.50
Total .....	\$14808.00

## SECOND ANNUAL REPORT

## EMPLOYERS AND EMPLOYES UNDER ACT.

From July 1st, 1915 to June 30th, 1917. (Employees Shown, Initial Ones Only.)

INDUSTRIES	Plan 1		Plan 2		Plan 3		Totals	
	Employers	Employees	Employers	Employees	Employers	Employees	Employers	Employees
Mining .....	9	11,571	88	3,375	114	1,152	211	16,098
Electric Power .....	4	1,385	8	71	13	57	25	1,513
Gas & Water Works .....	4	229	7	71	2	163	13	463
Electric Railways .....	3	700	2	83	..	..	5	783
Steam Heating .....	1	4	3	20	1	1	5	25
Foundaries .....	2	61	22	292	7	26	31	379
Saw Mills .....	6	1,118	7	84	18	270	31	1,472
Plumbing .....	..	..	47	324	14	54	61	378
Well Drilling .....	..	..	15	109	2	10	17	119
Shaft Sinking .....	..	..	..	..	2	5	2	5
Logging .....	4	526	19	767	18	488	41	1,781
Flour Mills .....	2	18	16	337	5	20	23	375
Coal Mining .....	5	2,332	9	323	18	286	32	2,941
Laundries & Dye Works .....	..	..	37	696	8	71	45	767
Smelters .....	1	3,562	1	15	..	..	2	3,577
Painting, exterior .....	..	..	22	81	9	59	31	140
Milling Ore .....	..	..	4	88	3	27	7	115
Moving Pictures .....	..	..	19	166	..	..	19	166
Printing & Publishing .....	3	229	37	361	23	135	63	725
Dredges Operating .....	1	85	..	..	..	..	1	85
Grain Elev. & Breweries .....	7	110	111	880	25	64	143	1,054
Machine Shops .....	2	47	42	256	2	8	46	311
Galvanized Tin & Iron Works .....	..	..	7	26	2	1	9	27
Candy & Cracker Mfg. ....	..	..	14	136	2	5	16	141
Tile & Terra Cotta Mfg. ....	..	..	4	56	..	..	4	56
Creameries .....	..	..	21	209	1	5	22	214
Cabinet Making .....	..	..	4	11	2	3	6	14
Elec. Apparatus Installing—outside .....	..	..	7	49	2	32	9	81
Stone Cutting at Yards .....	..	..	3	41	..	..	3	41
Brick Kilns .....	..	..	9	174	1	10	10	184
Mill Wrighting .....	..	..	1	20	..	..	1	20
Planing Mills .....	..	..	10	94	6	45	16	139
Carpenters & Builders .....	153	1,870	66	578	..	..	219	2,448
Lime Kilns .....	2	19	..	..	..	..	2	19
Cellar Excavations .....	..	..	5	47	1	10	6	57
Mattress Manufacturing .....	..	..	1	35	..	..	1	35
Sash & Door Factory .....	..	..	2	21	2	7	4	28
Hot Flooring Composition .....	..	..	1	15	..	..	1	15
Cement Manufacturing .....	..	..	1	33	..	..	1	33
House Moving .....	..	..	1	5	..	..	1	5
Shingle Mills .....	..	..	1	12	..	..	1	12
Roof Work .....	..	..	4	20	1	3	5	23
Glass Beveling .....	..	..	1	2	..	..	1	2
Concrete Structures .....	..	..	5	387	1	11	6	398
Wood Saws, Operating .....	..	..	4	36	1	7	5	43
Non-Hazardous .....	..	..	..	..	10	96	10	96
Paving Concrete Sidew'ks .....	..	..	1	6	11	386	12	392
Road & Street Work .....	..	..	4	355	27	305	31	660
Quarries, Operating .....	..	..	5	59	1	3	6	62
Bridge Building .....	..	..	3	80	8	73	11	153
Show Case Manufacturing .....	..	..	1	3	..	..	1	3
Food Stuffs Mfg. ....	..	..	15	113	1	10	16	123
Lathe & Plastering .....	..	..	6	31	6	60	12	91
Electric Amusement, Operating .....	..	..	2	18	..	..	2	18
Glass Setting .....	..	..	3	6	..	..	3	6
Gravel Hauling .....	..	..	4	66	2	4	6	70
Paving Asphalt, etc. ....	..	..	2	9	5	59	7	68
Stone Cutting, Blocks for Paving .....	..	..	..	..	1	..	1	1
Water W'ks Construct'on .....	..	..	1	6	3	22	4	28
Sewer Construction, Maximum 4 Feet .....	..	..	1	10	10	80	11	90
Painting & Decorating, Interior .....	..	..	22	264	3	8	25	272
Pile Driving .....	..	..	1	..	..	..	1	..

## INDUSTRIAL ACCIDENT BOARD

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## EMPLOYERS AND EMPLOYES UNDER ACT—Continued.

INDUSTRIES	Plan 1 Employers	Plan 1 Employees	Plan 2 Employers	Plan 2 Employees	Plan 3 Employers	Plan 3 Employees	Totals Employers	Totals Employees
Stage Employes .....	.....	.....	2	4	.....	.....	2	4
Roadwork, Blasting .....	.....	.....	.....	1	.....	.....	.....	.....
Trestles & Tunnels, not Mining .....	.....	.....	.....	.....	1	7	1	7
Tank, Manufacturing, Not Specified .....	.....	.....	2	.....	.....	.....	2	.....
Bakery .....	.....	3	10	.....	.....	.....	3	10
Ferries, Operating .....	.....	1	14	.....	.....	.....	1	14
Counties .....	.....	.....	.....	41	2,693	41	2,693	.....
Cities & Towns .....	.....	.....	.....	77	968	77	968	.....
School Districts .....	.....	.....	.....	50	215	50	215	.....
Explosives, Manufacturing	1	.....	.....	.....	.....	.....	1	.....
Blacksmith Shops .....	.....	7	12	1	.....	4	8	16
Contractors (Clearing Land) .....	.....	.....	.....	.....	1	10	1	10
Gravel Pits, Operating .....	.....	2	18	1	.....	7	3	25
Brickwork Construction .....	29	.....	274	9	.....	91	38	365
Boot & Shoe Mfg. .....	.....	1	12	.....	.....	.....	1	12
Concrete Structures, Not Specified .....	.....	5	79	2	.....	25	7	104
Steam Threshers .....	.....	.....	8	23	2	.....	10	49
Metal Stamping .....	.....	5	25	1	.....	10	6	35
Elec. Apparatus Install- ing, Inside .....	.....	12	40	7	.....	36	19	76
Machinery & Safes, Moving .....	.....	6	51	1	.....	3	7	54
Coal & Wood Yards, with Machinery .....	.....	2	52	5	.....	20	7	72
Soap Factory .....	.....	1	10	.....	.....	.....	1	10
Ice Harvesting .....	.....	16	188	2	.....	11	18	199
Grain Elevator Construct. Textile, Cloth & etc.,	.....	8	144	.....	.....	.....	8	144
Manufacturing .....	.....	5	24	.....	.....	.....	5	24
Iron & Steel Mfg. .....	.....	1	4	.....	.....	.....	1	4
Butcher Shops, not Specified .....	.....	5	35	2	.....	7	7	42
Bridge Material Ffg. ....	.....	.....	.....	1	.....	7	1	7
Steam Pipes, Covering .....	.....	.....	.....	.....	.....	.....	1	1
Work in Building Material .....	.....	1	20	.....	.....	.....	1	20
Teaming & Transfer .....	.....	26	125	12	.....	54	38	179
Telephone & Tel. Operat- ing & Maintenance .....	2	719	3	20	6	6	11	745
Machinery Installing .....	.....	28	91	1	.....	2	29	93
Dams & Reservoir, Construction .....	.....	2	45	3	.....	19	5	64
Garages, with Power .....	.....	38	190	6	.....	40	44	230
Excavations, not Specified Yards, Coal & Wood,	.....	2	17	4	.....	40	6	57
No Power .....	.....	25	243	2	.....	13	27	256
Railway Cons. Blasting, etc. ....	1	.....	17	1,155	6	455	24	1,610
Sewer Construction, over 7 Feet .....	.....	.....	.....	.....	7	114	7	114
Tanks, Constructing .....	1	5	1	273	1	.....	1	5
Sugar Factory .....	.....	.....	.....	.....	.....	37	2	310
Telephone & Telegraph, Construction .....	.....	1	3	.....	.....	.....	1	3
Iron & Steel Frames, Structures & Parts .....	.....	6	4	2	.....	25	8	29
Canneries, Fruit, Vege- table, etc. ....	.....	1	50	.....	1	.....	1	50
Laying Mains, Blasting .....	.....	.....	.....	.....	1	2	1	2
Butcher Shop, Slaught- ering .....	.....	8	39	1	.....	9	9	48
Garages, Without Power .....	.....	14	70	.....	.....	.....	14	70
Mantels, Erecting .....	.....	1	20	.....	.....	.....	1	20
<b>TOTAL .....</b>	<b>59</b>	<b>22,701</b>	<b>1141</b>	<b>16,110</b>	<b>718</b>	<b>9,691</b>	<b>1918</b>	<b>48,502</b>

## Plan No. 1.

**ACCIDENTS CAUSING PERMANENT TOTAL DISABILITY AS TO NATURE OF ACCIDENT AND INDUSTRY.**

July 1st, 1915, to June 30th, 1917.

Nature of Accident	Number of Accidents	Industry
Paralysis .....	7	Mining & Electric Power
Total Blindness .....	2	Mining

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**FATAL ACCIDENTS CLASSIFIED AS TO INDUSTRY.**

Industry		
Mining .....	284	
Smelters .....	29	
Logging .....	5	
Saw Mill .....	2	
Coal Mine .....	23	
Telegraph .....	2	
Electris Power .....	11	
Electric Railways .....	2	
		358

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**SUMMARY OF ALL ACCIDENTS CLASSIFIED AS TO DISABILITIES.**

Disabilities	Number
Temporary Total .....	9269
Permanent Partial .....	167
Permanent Total .....	9
Fatal .....	358
	9803

## INDUSTRIAL ACCIDENT BOARD

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ACCIDENTS CAUSING TEMPORARY TOTAL DISABILITY  
(Classified as to Industry and Nature of Injury)  
From July 1st, 1915, to June 30th, 1917.

## INDUSTRIES

	NATURE OF INJURY										Totals
	Fractures	Sprains	Lacerations	Contusions and Bruises	Dislocations	Metal Burns	Injured Eyes	Poisons and Infections	Internal Injuries	All Others	
Mining .....	373	2357	2635	440	23	1	228	5	120	120	6332
Smelters .....	110	423	236	108	9	25	68	1	20	32	1139
Quarries .....	3	..	..	..	..	..	1	..	..	..	4
Coal Mines .....	96	301	177	74	10	2	7	..	14	18	729
Electric Power .....	40	101	85	54	6	..	26	12	..	12	363
Tel. & Tel., Operating & Maintenance .....	8	41	14	25	2	1	3	5	..	7	109
Electric Ry., Operating .....	5	5	..	4	..	..	1	4	..	1	23
Saw Mills .....	24	65	53	16	1	..	5	6	1	2	177
Planing Mills .....	3	2	4	..	1	..	..	..	..	..	10
Waterworks Const'ct'n .....	1	6	4	6	..	..	1	1	..	..	21
Flour Mills .....	5	4	..	..	..	..	2	2	..	1	15
Logging .....	25	91	66	32	2	..	4	1	..	9	245
Machine Shops .....	..	..	..	..	..	..	..	..	..	..	1
Laundries .....	2	..	..	1	..	2	1	..	..	..	7
Grain Elev. & Brew's. ....	1	..	..	..	1	..	..	..	..	..	3
Tel. & Tel. Construct'n .....	2	..	..	2	..	..	..	..	..	..	4
Printing & Publishing .....	..	2	..	2	..	..	..	..	1	..	5
Gas Works & Water Works, Operating .....	..	..	..	..	..	..	..	..	..	..	..
Railways Cons. not Specified .....	1	1	2	..	..	..	..	..	..	..	4
Foundries .....	2	1	..	..	..	..	..	..	..	..	3
Milling Ore .....	2	20	8	7	..	..	..	3	..	1	43
Coal & Wood Yards, Power .....	1	1	..	..	..	..	..	..	..	..	2
Machinery Installing .....	..	..	..	..	2	..	..	..	..	..	2
Waterworks, Operating .....	..	2	1	..	..	..	..	..	..	..	3
Concrete Structures .....	..	..	1	..	..	..	..	..	..	..	1
Electrical Apparatus Installing, not Specified .....	..	..	..	..	..	..	..	..	..	..	1
Explosives Mfg .....	1	9	6	1	..	..	..	..	..	..	19
<b>TOTALS .....</b>	<b>693</b>	<b>3443</b>	<b>3298</b>	<b>772</b>	<b>56</b>	<b>113</b>	<b>98</b>	<b>358</b>	<b>17</b>	<b>185</b>	<b>9269</b>

## DETAIL OF FATAL ACCIDENTS.

From June 30th, 1916, to July 1st, 1917.

## PLAN NO. 1.

Date	Name of Deceased	Employer and Industry	Cause of Death	Award
June 24, 1916.	Richard Askew.	A. C. M. Co.—Mining.	Fall of Ground	\$1,690.00
June 26, 1916.	Wm. Carlisle.	A. C. M. Co.—Mining.	Caught between cage and timber	\$3,380.00
June 26, 1916.	C. Kelly.	A. C. M. Co.—Mining.	Fell down manway	\$3,380.00
June 13, 1916.	John Corbett.	A. C. M. Co.—Mining.	Fell into chute	\$3,380.00
June 29, 1916.	Tony Popoff.	A. C. M. Co.—Mining.	Cap slipped from chain and hit him on head	No Dep.
July 26, 1916.	Frank Burya.	East Butte Cop. Co.—Mining	Electrocuted	No Dep.
July 20, 1916.	Wm. Lavin.	A. C. M. Co.—Smelter	Ran over by train	\$3,380.00
July 11, 1916.	Alfred Enstrom.	A. C. M. Co.—Mining.	Bell from trestle, about 30 ft.	No Dep.
July 1, 1916.	Chas. H. Foster.	North Butte Co.—Mining.	Fall of Ground	\$3,380.00
July 6, 1916.	Wm. Grosska.	Roundup Coal Co.—Coal Mine.	Motor train ran away	No Dep.
July 16, 1916.	Louis Zolins.	Mines' Lumber Co.—Mining.	Slipped from gang-plank, fell in flume	No claim
Aug. 26, 1916.	Nick Kaugas.	North Butte Co.—Mining.	Found dead in mine	No Dep.
Aug. 25, 1916.	L. Silverman.	North Lumber Co.—Saw Mill.	Run over by loader	Claim Pend.
Aug. 20, 1916.	Joe Houston.	A. C. M. Co.—Saw Mill.	Stepped in front of engine, slipped	Claim Pend.
Aug. 16, 1916.	Val Burrell.	A. C. M. Co.—Mining.	Fall of ground	Claim Pend.
Aug. 12, 1916.	Phil Curran.	A. C. M. Co.—Mining.	Struck by parts of wrecked engine	No Dep.
Aug. 10, 1916.	Felix F. Farrar.	Cottonwood Coal Co.—Coal Mine.	Struck by parts of wrecked engine	No Dep.
Aug. 10, 1916.	Thomas F. Dunn.	A. C. M. Co.—Saw Mill.	Parting caved in	Monthly
Aug. 10, 1916.	Arthur Mathews.	A. C. M. Co.—Smelter.	Cutting steel, contact with live wire	\$3,380.00
Aug. 9, 1916.	Dave H. Ennis.	North Butte Co.—Mining.	Came in contact with trolley wire	No Dep.
Aug. 3, 1916.	Frank Mozzali.	A. C. M. Co.—Mining.	Fall of ground	Claim Denied
Aug. 2, 1916.	Flody H. Ujrich.	Somer's Lumber Co.—Saw Mill.	Creamated, went up thru conveyor	Monthly
Aug. 1, 1916.	Charles Walters.	Republic Coal Co.—Coal Mine.	Fall of rock	\$3,380.00
Sept. 11, 1916.	Jim W. Stone.	North Butte Co.—Mining.	Struck on head by timber	Claims Denied
Sept. 7, 1916.	John Yungola.	N. W. Imp. Co.—Coal Mine.	Struck by rock	No Dep.
Sept. 20, 1916.	Matt Hielmyold.	A. C. M. Co.—Smelter.	Hit by bent, broken back	Monthly
Sept. 29, 1916.	Robert J. Henderson.	North Butte Co.—Mining.	Fall of ground	\$3,380.00
June 22, 1916.	Joe Schuss.	N. W. Imp. Co.—Coal Mine.	Hit by runaway car	Claim Pend.
Aug. 23, 1916.	Pat Halloran.	A. C. M. Co.—Smelter.	Fell from platform	\$3,380.00
Oct. 17, 1916.	Roy Hawkins.	A. C. M. Co.—Mining.	Fell down chute	Monthly
Oct. 18, 1916.	Chester A. Corder.	West. U. Tel. Co.—Telegraph.	Killed in collision	Claim Pend.
Oct. 18, 1916.	Frank Post.	West. U. Tel. Co.—Telegraph.	Killed in collision	Claim Pend.
Nov. 3, 1916.	John A. Stewart.	A. C. M. Co.—Smelter.	Electrocuted	\$3,380.00
Nov. 7, 1916.	Hugh H. Sweeney.	A. C. M. Co.—Smelter.	Electrocuted	\$3,380.00
Nov. 8, 1916.	John Mason.	Gr. Falls Power Co.—Elec. Power.	Fell in mill race, drowned	No Dep.
Nov. 8, 1916.	Isaac Silver.	A. C. M. Co.—Mining.	Spitting fuse, blasted	No Dep.
Nov. 27, 1916.	Constantine DeMarco.	Cottonwood Coal Co.—Coal Mine.	Fall of ground	\$1,690.00
Dec. 5, 1916.	Pat Brown.	North Butte Co.—Mining.	Freeing chute, bar hit him	Claim Pend.
Dec. 2, 1916.	Peter M. Novakovich.	East Butte Cop. Co.—Mining.	Fall of ground	Claim Pend.
Dec. 6, 1916.	Charles Matson.	A. C. M. Co.—Mining.	Fall of ground	No Dep.
Dec. 7, 1916.	Con Sullivan.	A. C. M. Co.—Smelter.	Fall of rock down chute	No Dep.
Dec. 9, 1916.	Henry Montgomery.	A. C. M. Co.—Smelter.	Cleaning purification plant, air blew him to floor below	\$3,380.00

## INDUSTRIAL ACCIDENT BOARD

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## DETAIL OF FATAL ACCIDENTS—Continued.

Date	Name of Deceased	Employer and Industry	Cause of Death	Award
Dec. 15, 1916.	Ralph Edwards.	A. C. M. Co.—Mining.	Car left track, caught his between post and car.....	\$3,350.00
Dec. 14, 1916.	Phil Lewis.	A. C. M. Co.—Mining.	Slab rock crushed skull.....	No Dep.
Dec. 19, 1916.	Ira E. Dooley.	North Butte Co.—Mining.	Fall of ground.....	Monthly
Dec. 27, 1916.	John L. Forbes.	North Butte Co.—Mining.	Fall of ground.....	\$3,350.00
Dec. 29, 1916.	Ehner C. Ford.	A. C. M. Co.—Smelter.	Stepped under falling hoist.....	\$3,350.00
Dec. 29, 1916.	George A. Pace.	Mont. Power Co.—Elec. Power.	Electrocuted.....	\$3,402.00
Dec.	Oliver Cann.	A. C. M. Co.—Mining.	Fall of ground.....	\$3,350.00
Jan. 3, 1917.	Alex Kivi.	A. C. M. Co.—Mining.	Fall of ground.....	No Dep.
Jan. 29, 1917.	Earl R. Battaglia.	A. C. M. Co.—Mining.	Premature explosion.....	\$3,350.00
Jan. 29, 1917.	Bert Campbell.	A. C. M. Co.—Mining.	Premature explosion.....	\$3,350.00
Jan. 29, 1917.	John L. Hone.	A. C. M. Co.—Mining.	Explosion.....	No Dep.
Jan.	Sam Adamovich.	East Butte Co.—Mining.	Fell down chute.....	\$3,350.00
Feb. 10, 1917.	Neils Carlson.	A. C. M. Co.—Mining.	Fall of rock.....	Monthly
Feb. 10, 1917.	James F. Murray.	North Butte Co.—Mining.	Hit on head by timber.....	\$3,350.00
Feb. 11, 1917.	Alfred Zielor.	A. C. M. Co.—Mining.	Fell down chute, skull fractured.....	No Dep.
Feb. 12, 1917.	Virgil Fanti.	Roundup Coal Co.—Coal Mine.	Fell from trip.....	No Dep.
Feb. 14, 1917.	Matt Ertika.	North Butte Co.—Logging.	Fall of ground.....	No Dep.
Feb. 14, 1917.	B. Finnstrom.	Libby Lumber Co.—Logging.	Hit on head by falling tree.....	No Dep.
Feb. 20, 1917.	Joe Bruno.	A. C. M. Co.—Mining.	Slab of rock fell on head.....	No Dep.
Feb. 27, 1917.	Henry Oswald.	Mont. Coal & Iron Coal Mine.	Coupling loaded cars in motion.....	Claim Pend.
Feb. 28, 1917.	W. D. Lewin.	A. C. M. Co.—Mining.	Suffocated by gas in mine.....	No Dep.
Mar. 2, 1917.	Bert Atkins.	Montana Power Co.—Elec. Power.	Skip chain broke, and rock hit him.....	No Dep.
Mar. 3, 1917.	John Simon.	North Butte Co.—Mining.	Fall of rock.....	No Dep.
Mar. 9, 1917.	Patrick Byrne.	A. C. M. Co.—Mining.	Fall of rock.....	\$3,350.00
Mar. 11, 1917.	L. E. Lane.	A. C. M. Co.—Smelter.	Run over by train.....	\$3,350.00
Mar. 13, 1917.	Wm. Harty.	North Butte Co.—Mining.	Fall of lagging.....	No Dep.
Mar. 14, 1917.	Frank Mingus.	A. C. M. Co.—Mining.	Bucket fell down shaft on him.....	\$3,350.00
Mar. 15, 1917.	Alexander Sutherland.	A. C. M. Co.—Smelter.	Buried in sand, suffocated.....	No Dep.
Mar. 22, 1917.	Joe P. Sullivan.	A. C. M. Co.—Mining.	Burned in grizzly and in chute.....	\$3,350.00
Mar. 13, 1917.	Mike Bozile.	East Butte Co.—Mining.	Caught between car and post.....	No Dep.
Mar. 23, 1917.	Peter Galette.	Cottonwood Coal Co.—Coal Mine.	Fall of state.....	No Dep.
Mar. 28, 1917.	Gus Johnson.	Roundup Coal Co.—Coal Mine.	Caught between two motors.....	Monthly
Apr. 5, 1917.	Steve Badosky.	Cottonwood Coal Co.—Coal Mine.	Fall of state.....	\$3,350.00
Apr. 10, 1917.	George Evans.	A. C. M. Co.—Mining.	Fall of rock.....	No Dep.
Apr. 15, 1917.	Sam Grilli.	N. W. Imp. Co.—Coal Mine.	Premature blast.....	No Dep.
Apr. 28, 1917.	Thomas Roskilly.	A. C. M. Co.—Mining.	Fall of ground.....	No Dep.
Apr. 30, 1917.	John Pekkari.	A. C. M. Co.—Mining.	Premature blast.....	\$3,350.00
May 3, 1917.	Fred C. Bowe.	A. C. M. Co.—Mining.	Fall of ground.....	Claim Pend.
May 3, 1917.	Angelo Zucally.	A. C. M. Co.—Mining.	Fall of ground.....	\$3,350.00
May 8, 1917.	John Sherrick.	A. C. M. Co.—Mining.	Premature explosion.....	\$3,350.00
May 13, 1917.	Charles Borlace.	A. C. M. Co.—Mining.	Cage fell down shaft.....	Monthly
May 14, 1917.	John Malair.	Montana Power Co.—Elec. Power.	Fell down pit.....	No Dep.
May 17, 1917.	Wesley G. Achison.	A. C. M. Co.—Smelter.	Caught between draw bars.....	\$2,603.00
June 4, 1917.	Jacob Snujanen.	Cottonwood Coal Co.—Coal Mine.	Roof fell on him.....	Claim Pend.

## SECOND ANNUAL REPORT

## DETAIL OF FATAL ACCIDENTS—Continued.

Date	Name of Deceased	Employer and Industry	Cause of Death	Award
June 2, 1917.	Thos. Flaherty.....	A. C. M. Co.—Mining.....	Struck by bar.....	No Dep.
June 9, 1917.	Ed. Lorey.....	A. C. M. Co.—Mining.....	Suffocated in mine fire.....	\$3,350.00
June 9, 1917.	Con O'Neill.....	A. A. C. M. Co.—Mining.....	Suffocated in mine fire.....	No Claim
June 14, 1917.	Mike McGaw.....	A. C. M. Co.—Mining.....	Fall of rock.....	No Dep.
June 15, 1917.	Chas. Davis.....	A. C. M. Co.—Mining.....	Fall of rock.....	\$2,350.00
June 8, 1917.	Ernest H. Suan.....	North Butte Co.—Mining.....	Mine fire .....	\$3,350.00
June 8, 1917.	John P. Lalone.....	North Butte Co.—Mining.....	Mine fire .....	\$3,350.00
June 8, 1917.	Irvine J. Smith.....	North Butte Co.—Mining.....	Mine fire .....	Claim Pend.
June 8, 1917.	David Nurnin.....	North Butte Co.—Mining.....	Mine fire .....	\$3,350.00
June 8, 1917.	Chas. M. Welch.....	North Butte Co.—Mining.....	Mine fire .....	\$3,350.00
June 8, 1917.	Wesley Lynch.....	North Butte Co.—Mining.....	Mine fire .....	\$3,350.00
June 8, 1917.	George C. Thomas.....	North Butte Co.—Mining.....	Mine fire .....	\$3,350.00
June 8, 1917.	John H. Henderson.....	North Butte Co.—Mining.....	Mine fire .....	\$3,350.00
June 8, 1917.	Jeff Perry.....	North Butte Co.—Mining.....	Mine fire .....	Claim Pend.
June 8, 1917.	Nels Anderson.....	North Butte Co.—Mining.....	Mine fire .....	\$3,350.00
June 8, 1917.	Francis H. Allen.....	North Butte Co.—Mining.....	Mine fire .....	No Claim
June 8, 1917.	Dan Badorek.....	North Butte Co.—Mining.....	Mine fire .....	No Dep.
June 8, 1917.	John J. Brady.....	North Butte Co.—Mining.....	Mine fire .....	No Dep.
June 8, 1917.	Alex Borden.....	North Butte Co.—Mining.....	Mine fire .....	No Dep.
June 8, 1917.	John Bjornstrom.....	North Butte Co.—Mining.....	Mine fire .....	\$3,350.00
June 8, 1917.	John Bajovich.....	North Butte Co.—Mining.....	Mine fire .....	\$3,350.00
June 8, 1917.	Henry Bennetts.....	North Butte Co.—Mining.....	Mine fire .....	No Claim
June 8, 1917.	Joe Belich.....	North Butte Co.—Mining.....	Mine fire .....	No Claim
June 8, 1917.	John B. Bixby.....	North Butte Co.—Mining.....	Mine fire .....	No Claim
June 8, 1917.	George Bligcraft.....	North Butte Co.—Mining.....	Mine fire .....	No Claim
June 8, 1917.	John Cavalla.....	North Butte Co.—Mining.....	Mine fire .....	No Claim
June 8, 1917.	Mike Courtney.....	North Butte Co.—Mining.....	Mine fire .....	No Claim
June 8, 1917.	James Cavallo.....	North Butte Co.—Mining.....	Mine fire .....	No Claim
June 8, 1917.	Tim J. Callahan.....	North Butte Co.—Mining.....	Mine fire .....	No Dep.
June 8, 1917.	Ernest Chapman.....	North Butte Co.—Mining.....	Mine fire .....	No Claim
June 8, 1917.	John Chaytil.....	North Butte Co.—Mining.....	Mine fire .....	No Claim
June 8, 1917.	Frank Curran.....	North Butte Co.—Mining.....	Mine fire .....	\$3,350.00
June 8, 1917.	Tom Dillon.....	North Butte Co.—Mining.....	Mine fire .....	\$3,350.00
June 8, 1917.	Manus Duggan.....	North Butte Co.—Mining.....	Mine fire .....	No Claim
June 8, 1917.	Peter Daros.....	North Butte Co.—Mining.....	Mine fire .....	No Claim
June 8, 1917.	Pat Doherty.....	North Butte Co.—Mining.....	Mine fire .....	\$3,350.00
June 8, 1917.	Neil Dougherty.....	North Butte Co.—Mining.....	Mine fire .....	No Claim
June 8, 1917.	Nick Devitch.....	North Butte Co.—Mining.....	Mine fire .....	No Claim
June 8, 1917.	Dan Doherty.....	North Butte Co.—Mining.....	Mine fire .....	No Claim
June 8, 1917.	Malachi Durkin.....	North Butte Co.—Mining.....	Mine fire .....	No Claim
June 8, 1917.	Albert H. DeBoer.....	North Butte Co.—Mining.....	Mine fire .....	No Claim
June 8, 1917.	Emil Erickson.....	North Butte Co.—Mining.....	Mine fire .....	No Claim
June 8, 1917.	Wm. Yates.....	North Butte Co.—Mining.....	Mine fire .....	\$3,350.00
June 8, 1917.	Karло Kovacevі.....	North Butte Co.—Mining.....	Mine fire .....	\$3,350.00
June 8, 1917.	Toivo Rintalo.....	North Butte Co.—Mining.....	Mine fire .....	\$3,350.00

**DETAIL OF FATAL ACCIDENTS—Continued.**

Date	Name of Deceased	Employer and Industry	Cause of Death	Award
June 8, 1917.	Dan Johnson.	North Butte Co.—Mining	Mine fire	\$3,380.00
June 8, 1917.	John J. Gately.	North Butte Co.—Mining	Mine fire	\$3,380.00
June 8, 1917.	Albert Jeglin.	North Butte Co.—Mining	Mine fire	No Claim
June 8, 1917.	Geo. Jannich.	North Butte Co.—Mining	Mine fire	No Claim
June 8, 1917.	Tom Joyce.	North Butte Co.—Mining	Mine fire	No Claim
June 8, 1917.	Kristian Juntikka.	North Butte Co.—Mining	Mine fire	No Claim
June 8, 1917.	Otto E. Johnson.	North Butte Co.—Mining	Mine fire	No Claim
June 8, 1917.	Bartley Kane.	North Butte Co.—Mining	Mine fire	No Claim
June 8, 1917.	Paul Krelich.	North Butte Co.—Mining	Mine fire	No Claim
June 8, 1917.	Peter Kelly.	North Butte Co.—Mining	Mine fire	\$3,380.00
June 8, 1917.	Mike Kublins.	North Butte Co.—Mining	Mine fire	No Claim
June 8, 1917.	Ben Konecny.	North Butte Co.—Mining	Mine fire	No Claim
June 8, 1917.	Dan Kapatan.	North Butte Co.—Mining	Mine fire	No Claim
June 8, 1917.	Matti Kovich.	North Butte Co.—Mining	Mine fire	No Claim
June 8, 1917.	Sam Kokkonen.	North Butte Co.—Mining	Mine fire	No Claim
June 8, 1917.	Emil Lentz.	North Butte Co.—Mining	Mine fire	No Claim
June 8, 1917.	Bat Leary.	North Butte Co.—Mining	Mine fire	\$3,380.00
June 8, 1917.	Gus Longi.	North Butte Co.—Mining	Mine fire	No Claim
June 8, 1917.	Young Lindstad.	North Butte Co.—Mining	Mine fire	No Claim
June 8, 1917.	Pat Lavery.	North Butte Co.—Mining	Mine fire	No Claim
June 8, 1917.	Martin Ljovich.	North Butte Co.—Mining	Mine fire	No Claim
June 8, 1917.	Marian J. Liovich.	North Butte Co.—Mining	Mine fire	No Claim
June 8, 1917.	Victor Lundgren.	North Butte Co.—Mining	Mine fire	No Claim
June 8, 1917.	John Lissa.	North Butte Co.—Mining	Mine fire	No Claim
June 8, 1917.	Theo. Mostorky.	North Butte Co.—Mining	Mine fire	No Claim
June 8, 1917.	John M. Murphy.	North Butte Co.—Mining	Mine fire	Claim Pend.
June 8, 1917.	Andrew Mikanikoff.	North Butte Co.—Mining	Mine fire	No Claim
June 8, 1917.	Lawrence Murphy.	North Butte Co.—Mining	Mine fire	Claim Pend.
June 8, 1917.	Nick Majesky.	North Butte Co.—Mining	Mine fire	No Claim
June 8, 1917.	Geo. Millick.	North Butte Co.—Mining	Mine fire	No Claim
June 8, 1917.	Arthur H. Murray.	North Butte Co.—Mining	Mine fire	Claim Pend.
June 8, 1917.	Walter H. Moml.	North Butte Co.—Mining	Mine fire	No Claim
June 8, 1917.	Mike Murray.	North Butte Co.—Mining	Mine fire	Claim Pend.
June 8, 1917.	Pat E. Murphy.	North Butte Co.—Mining	Mine fire	\$3,380.00
June 8, 1917.	J. D. Moore.	North Butte Co.—Mining	Mine fire	\$3,380.00
June 8, 1917.	Yoco Dabovich.	North Butte Co.—Mining	Mine fire	No Claim
June 8, 1917.	Eli Martin.	North Butte Co.—Mining	Mine fire	No Claim
June 8, 1917.	Martin Martin.	North Butte Co.—Mining	Mine fire	No Claim
June 8, 1917.	Fred Mangels.	North Butte Co.—Mining	Mine fire	\$3,380.00
June 8, 1917.	Dan Martin.	North Butte Co.—Mining	Mine fire	No Claim
June 8, 1917.	John J. Morris.	North Butte Co.—Mining	Mine fire	\$3,380.00
June 8, 1917.	Nick Xelros.	North Butte Co.—Mining	Mine fire	No Claim
June 8, 1917.	Mike Zukonovich.	North Butte Co.—Mining	Mine fire	No Claim
June 8, 1917.	Steve Zilech.	North Butte Co.—Mining	Mine fire	No Claim

## DETAIL OF FATAL ACCIDENTS—Continued.

Date	Name of Deceased	Employer and Industry	Cause of Death	Award
June 8, 1917.	Tom Harris.....	North Butte Co.—Mining.....	Mine fire .....	No Claim
June 8, 1917.	Mat Hill.....	North Butte Co.—Mining.....	Mine fire .....	\$3,350.00
June 8, 1917.	Pete Galfi.....	North Butte Co.—Mining.....	Mine fire .....	No Claim
June 8, 1917.	Eben Gustafson.....	North Butte Co.—Mining.....	Mine fire .....	No Claim
June 8, 1917.	Erik Grandflik.....	North Butte Co.—Mining.....	Mine fire .....	No Claim
June 8, 1917.	Erik Gallagher.....	North Butte Co.—Mining.....	Mine fire .....	No Claim
June 8, 1917.	Mike Gorrie.....	North Butte Co.—Mining.....	Mine fire .....	\$3,350.00
June 8, 1917.	George Gorrie.....	North Butte Co.—Mining.....	Mine fire .....	No Claim
June 8, 1917.	Mike Gergich.....	North Butte Co.—Mining.....	Mine fire .....	No Claim
June 8, 1917.	John Gamwells.....	North Butte Co.—Mining.....	Mine fire .....	\$3,350.00
June 8, 1917.	Maurice A. Fitzharris.....	North Butte Co.—Mining.....	Mine fire .....	No Claim
June 8, 1917.	A. W. Fors.....	North Butte Co.—Mining.....	Mine fire .....	No Claim
June 8, 1917.	Pat Fitzsimmons.....	North Butte Co.—Mining.....	Mine fire .....	\$3,350.00
June 8, 1917.	Phil Erakovich.....	North Butte Co.—Mining.....	Mine fire .....	No Claim
June 8, 1917.	Frank Semick.....	North Butte Co.—Mining.....	Mine fire .....	No Claim
June 8, 1917.	Meichoir Sheidruf.....	North Butte Co.—Mining.....	Mine fire .....	No Claim
June 8, 1917.	Frank Spondula.....	North Butte Co.—Mining.....	Mine fire .....	No Claim
June 8, 1917.	Gust Sallis.....	North Butte Co.—Mining.....	Mine fire .....	No Claim
June 8, 1917.	Salle Sulterin.....	North Butte Co.—Mining.....	Mine fire .....	No Claim
June 8, 1917.	Pat Shields.....	North Butte Co.—Mining.....	Mine fire .....	No Claim
June 8, 1917.	Thomas Smith.....	North Butte Co.—Mining.....	Mine fire .....	\$3,350.00
June 8, 1917.	John Slater.....	North Butte Co.—Mining.....	Mine fire .....	No Claim
June 8, 1917.	Nick Smatovich.....	North Butte Co.—Mining.....	Mine fire .....	No Claim
June 8, 1917.	St. Jacques.....	North Butte Co.—Mining.....	Mine fire .....	No Claim
June 8, 1917.	Albino Massa.....	North Butte Co.—Mining.....	Mine fire .....	No Claim
June 8, 1917.	Charley White.....	North Butte Co.—Mining.....	Mine fire .....	No Claim
June 8, 1917.	Peter Sheridan.....	North Butte Co.—Mining.....	Mine fire .....	No Claim
June 8, 1917.	John Semink.....	North Butte Co.—Mining.....	Mine fire .....	No Claim
June 8, 1917.	Victor S. Shafford.....	North Butte Co.—Mining.....	Mine fire .....	Claim Pend.
June 8, 1917.	Harry Sangvin.....	North Butte Co.—Mining.....	Mine fire .....	No Claim
June 8, 1917.	Ben Richardson.....	North Butte Co.—Mining.....	Mine fire .....	No Claim
June 8, 1917.	Sam Borden.....	North Butte Co.—Mining.....	Mine fire .....	No Claim
June 8, 1917.	Wm. Ramsey.....	North Butte Co.—Mining.....	Mine fire .....	\$3,350.00
June 8, 1917.	Tom Tachovilla.....	North Butte Co.—Mining.....	Mine fire .....	No Claim
June 8, 1917.	Kelly Roberts.....	North Butte Co.—Mining.....	Mine fire .....	\$3,350.00
June 8, 1917.	Wm. Reichle.....	North Butte Co.—Mining.....	Mine fire .....	No Claim
June 8, 1917.	Steve Remo.....	North Butte Co.—Mining.....	Mine fire .....	No Claim
June 8, 1917.	Jim Ponderiskis.....	North Butte Co.—Mining.....	Mine fire .....	\$3,350.00
June 8, 1917.	Gus Poshotsky.....	North Butte Co.—Mining.....	Mine fire .....	No Claim
June 8, 1917.	Tony Pretti.....	North Butte Co.—Mining.....	Mine fire .....	No Claim
June 8, 1917.	William Paloo.....	North Butte Co.—Mining.....	Mine fire .....	No Claim
June 8, 1917.	Tom Petrisgos.....	North Butte Co.—Mining.....	Mine fire .....	No Claim
June 8, 1917.	Eric Oling.....	North Butte Co.—Mining.....	Mine fire .....	No Claim
June 8, 1917.	Joe A. Novac.....	North Butte Co.—Mining.....	Mine fire .....	Pend.
June 8, 1917.	Steve Abrado.....	North Butte Co.—Mining.....	Mine fire .....	No Claim
June 8, 1917.	James Negley.....	North Butte Co.—Mining.....	Mine fire .....	No Claim

## DETAIL OF FATAL ACCIDENTS—Continued.

Date	Name of Deceased	Employer and Industry	Cause of Death	Award
June 8, 1917.	John M. McAdams	North Butte Co.—Mining	Mine fire .	No Claim
June 8, 1917.	John A. Miami	North Butte Co.—Mining	Mine fire .	Claim Pend.
June 8, 1917.	ohn J. McGuinness	North Butte Co.—Mining	Mine fire .	No Claim
June 8, 1917.	James McHugh	North Butte Co.—Mining	Mine fire .	\$3,380.00
June 8, 1917.	N. R. McDonald	North Butte Co.—Mining	Mine fire .	No Claim
June 8, 1917.	Glen McNeal	North Butte Co.—Mining	Mine fire .	Claim Pend.
June 8, 1917.	Tony Ivasich	North Butte Co.—Mining	Mine fire .	No Claim
June 8, 1917.	Fred Erickson	North Butte Co.—Mining	Mine fire .	No Claim
June 8, 1917.	Pat Fezan	North Butte Co.—Mining	Mine fire .	\$3,380.00
June 8, 1917.	Alex Frank	North Butte Co.—Mining	Mine fire .	No Claim
June 8, 1917.	Jack Jacobson	North Butte Co.—Mining	Mine fire .	No Claim
June 8, 1917.	John Kaskins	North Butte Co.—Mining	Mine fire .	Claim Pend.
June 8, 1917.	Tom L. Huff	North Butte Co.—Mining	Mine fire .	\$3,380.00
June 8, 1917.	Peter Hastings	North Butte Co.—Mining	Mine fire .	No Claim
June 8, 1917.	Ebert Hyttinen	North Butte Co.—Mining	Mine fire .	No Claim
June 8, 1917.	Sam D. Wintuk	North Butte Co.—Mining	Mine fire .	No Claim
June 8, 1917.	Miller Wilson	North Butte Co.—Mining	Mine fire .	No Dep.
June 8, 1917.	Oliver J. Williams	North Butte Co.—Mining	Mine fire .	No Claim
June 8, 1917.	Richard Vogel	North Butte Co.—Mining	Mine fire .	No Claim
June 8, 1917.	Matti Vaara	North Butte Co.—Mining	Mine fire .	No Claim
June 8, 1917.	Sado Vodavar	North Butte Co.—Mining	Mine fire .	No Claim
June 8, 1917.	Chris Vacovich	North Butte Co.—Mining	Mine fire .	\$3,380.00
June 8, 1917.	Robert Truax	North Butte Co.—Mining	Mine fire .	No Claim
June 8, 1917.	John Trotter	North Butte Co.—Mining	Mine fire .	\$3,380.00
June 8, 1917.	Vernon Thompson	North Butte Co.—Mining	Mine fire .	No Claim
June 8, 1917.	Wm. C. Thomas	North Butte Co.—Mining	Mine fire .	Claim Pend.
June 8, 1917.	Kenneth Tombe	North Butte Co.—Mining	Mine fire .	No Claim
June 8, 1917.	Ben Tregonning	North Butte Co.—Mining	Mine fire .	\$3,380.00
June 8, 1917.	Claude Powers	North Butte Co.—Mining	Mine fire .	\$3,380.00
June 8, 1917.	Mike Grethas	North Butte Co.—Mining	Mine fire .	No Claim
June 8, 1917.	Fred Painter	North Butte Co.—Mining	Mine fire .	No Claim

**DETAIL OF PERMANENT TOTAL DISABILITIES.**

From June 30th, 1916 to July 1st, 1917.

PLAN NO. 1.

Date of Accident	Name of Injured	Employer and Industry	Nature of Injury	Cause of Injury	Award
Feb. 29, 1916	Bernard Derma	A. C. M. Co.—Mining	Paralysis below hips	Fall of ground	Monthly
May 4, 1916	Gus Schlimes	C. M. Power Co.—Electric Power	Paralysis of both legs	Fell 25 feet	2820.00
May 31, 1916	Charles Coalkey	A. C. M. Co.—Mining	Paralysis from waist down	Fall of ground	3456.00
June 8, 1916	Bernest Terry	A. C. M. Co.—Mining	Total blindness	Explosion	4200.00
Aug. 10, 1916	James Ronan	A. C. M. Co.—Mining	Total blindness	Acid flew in eyes	Monthly
Aug. 3, 1916	Marco Dabovich	A. C. M. Co.—Mining	Paralysis of both legs	Fel down chute	3467.00
Sept. 6, 1916	Joe P. Nosier	A. C. M. Co.—Mining	Paralysis of both legs	Fel down chute	3467.00
Sept. 6, 1916	Peter H. Brown	North Butte Co.—Mining	Paralysis of both legs	Premature Explosion	3585.00

**DETAIL OF PERMANENT PARTIAL DISABILITIES.**  
From June 30th, 1916, to July 1st, 1917.

PLAN NO. 1.

Date of Accident	Name of Injured	Employer and Industry	Nature of Injury	Cause of Injury	Award
July 30, 1915	John McLaughlin.	A. C. M. Co.—Mining.	Amp. 1st finger, distal joint.....	Hand caught in car...	\$ 100.00
July 21, 1915	Frank Palmer	A. C. M. Co.—Smelter.....	Amp. right arm .....	Fall of rock .....	1,851.00
July 20, 1915	A. N.	Missoula L. & W. Co.—Light Plan	Loss of eye .....	Breaking rock, piece fluk in eye .....	1,000.00
July 16, 1915	James Flynn	A. C. M. Co.—Smelter.....	Right hand amputated .....	Car ran over hand .....	1,400.00
July 8, 1915	William Cirkovich	N. W. Imp. Co.—Coal Mine.	Left foot amp., above ankle .....	Fall of rock .....	Monthly
Aug. 30, 1915	C. W.	Dexheimer A. C. M. Co.—Smelter.....	Amp. 1st finger, right hand .....	Hit by hammer .....	296.00
Aug. 27, 1915	Alexander Tweton	Mont. Power Co.—Elect. Power.	Power...Loss of eye .....	Breaking rock, piece flew in eye .....	700.00
Aug. 26, 1915	Frank Adda	N. W. Imp. Co.—Coal Mine.	Amp. 1st and 2nd toes, L. ft.....	Fall of rock .....	180.00
Aug. 22, 1915	Dan A. McGillivray	A. C. M. Co.—Mining.	Loss of eye .....	Explosion, missed hole .....	2,750.00
Aug. 17, 1915	Hugh Laird	A. C. M. Co.—Smelter.....	Amp. 1st finger, 2nd point, right hand .....	Drilling, caught hand and pulled it in hole .....	150.00
Aug. 2, 1915	Wm. J. Barnett	A. C. M. Co.—Mining.....	Loss of thumb, distal joint, right hand .....	Caught thumb in gate .....	200.00
Sept. 15, 1915	Hugh Cameron	A. C. M. Co.—Smelter.....	Amp. 4th finger, at middle of 2nd phalanx, left hand .....	Caught finger in the gears of machine .....	30.00
Sept. 14, 1915	Mike Finn	A. C. M. Co.—Mining.....	Loss of 3rd finger at distal point, right hand .....	Fall of rock .....	40.00
Sept. 4, 1916	Daniel Holland	A. C. M. Co.—Mining.....	Loss of right hand .....	Screwing cup crank pine, caught hand between cups .....	1,400.00
Oct. 27, 1915	Andy McHugh	A. C. M. Co.—Mining.....	Loss of right eye .....	Steel flew in eye .....	970.00
Oct. 25, 1915	Ole A. Kyhn	A. C. M. Co.—Smelter.....	Forearm Amputated .....	Caught hand between rock walls .....	1,485.00
Oct. 20, 1915	Andrew Skrypeck	A. C. M. Co.—Smelter.....	Amp. 2nd finger distal joint left hand .....	Caught finger in slag casting machine .....	50.00
Oct. 20, 1915	Chas. J. Thirlwell	A. C. M. Co.—Mining.....	Amp. 2nd finger, 2nd joint, right hand .....	Caught finger in coal chute .....	100.00
Oct. 16, 1915	David Sutherland	North Butte Mfg. Co.—Lumber	Amp. 3rd finger, distal joint, left hand .....	Fall of rock .....	40.00
Oct. 13, 1915	Ole Schuilstad	Enterprise Lumber Co.—Lumber	Amp. ring finger at 2nd joint, hand .....	Caught hand in jointer knives .....	41.50
Nov. 27, 1915	William Woods	Cottonwood Coal Co.—Coal Mine.	Amp. 2nd finger, 1st joint, right hand .....	Machine fell on fingers .....	50.00
Nov. 20, 1915	Luke R. Harrison	A. C. M. Co.—Smelter.....	Amp. 1st finger at 1st joint, right hand .....	Caught finger in gear .....	100.00
Nov. 19, 1915	Frank Prasniker	Mont. Coal & Iron Co.—Coal Mine.	3rd finger, right hand .....	Blistered in shoveling .....	120.00
Nov. 10, 1915	Chas. H. Bradford	Libby Lumber Co.—Saw Mill	Amp. ring finger at 1st joint, left hand .....	Caught finger in band saw .....	33.63

**DETAIL OF PERMANENT PARTIAL DISABILITIES—Continued.**  
PLAN NO. 1.

Date of Accident	Name of Injured	Employer and Industry	Nature of Injury	Cause of Injury	Award
Nov. 5, 1915	Nick J. Rogers	...A. C. M. Co.—Mining	...Amp. little finger, right hand at proximal joint.....	Caught finger between two rocks .....	90.00
Nov. 2, 1915	Mike Ryan	...A. C. M. Co.—Mining	...Amp. 2nd finger 2nd joint, right hand.....	Caught finger, infect..	100.00
Dec. 20, 1915	John Smith	...A. C. M. Co.—Mining	...Amp. little finger at proximal joint, right hand.....	Fall of rock .....	90.00
Dec. 16, 1915	Gust Stark	...A. C. M. Co.—Mining	...Amp. 1st finger, distal joint, left hand.....	Caught finger on car.	100.00
Dec. 10, 1915	Elmon B. Guernsey	A. C. M. Co.—Mining	...Amp. ringer finger, 1st joint, right hand .....	Caught finger on car.	None
Dec. 9, 1915	Neil C. Duffy	...A. C. M. Co.—Mining	...Amp. little finger proximal joint, left hand .....	Caught finger in cogs	90.00
Dec. 6, 1915	Joseph Matelich	...A. C. M. Co.—Smelter	...Amp. left hand at wrist.....	Caught hand in motor.	1,400.00
Dec. 3, 1915	Pat Lynch	...A. C. M. Co.—Mining	...Amp. left arm at shoulder.....	Run over by ore car.	1,826.00
Dec. 3, 1915	William McCarthy	...A. C. M. Co.—Smelter	...Amp. 2nd toe at proximal joint, left foot .....	Iron frame fell on foot	80.00
Dec. 1, 1915	Leon C. Morey	...A. C. M. Co.—Smelter	...Loss of Testicles .....	Caught in shaft wheel.	1,350.00
Jan. 30, 1916	George Murray	...A. C. M. Co.—Smelter	...Amp. 3rd and 4th fingers .....	Caught hand in gear..	315.00
Jan. 29, 1916	Sam Hawe	...A. C. M. Co.—Mining	...Amp. metacarpal bones, both hands .....	Caught hand on cage..	208.00
Jan. 27, 1916	Rocco Svob	...N. W. Imp. Co.—Coal Mine	...Amp. 3rd & 4th fingers at proximal joints .....	Caught hand on cage..	200.00
Jan. 22, 1916	Sherman S. Bronso	A. C. M. Co.—Mining	...Amp. thumb, distal phalanx, right hand .....	Fingers caught on rope	
Jan. 16, 1916	Samuel Wright	...A. C. M. Co.—Mining	...Loss of right foot .....	Caught in shaft wheel.	
Jan. 15, 1916	Frank Toner	...A. C. M. Co.—Mining	...Amp. of great toe of the right foot .....	Frozen rock .....	376.00
Jan. 6, 1916	D. Wardinsky	...A. C. M. Co.—Smelter	...Amp. 1st phalanx ring finger .....	Fingers caught between right hand .....	150.00
Jan. 6, 1916	George Bean	...Mont. Coal & Iron—Coal Mine	...Amp. 4th toe, 2nd & 3rd phalanx, right foot .....	Copp'r cake and ladle caught between two cars .....	30.00
Feb. 28, 1916	Arthur M. Geyer	...A. C. M. Co.—Smelter	...Amp. 2nd finger, distal joint .....	Foot caught between two cars .....	165.00
Feb. 12, 1916	Mike D. Sullivan	A. C. M. Co.—Mining	...Loss of right eye .....	Fingers caught in rollers .....	50.00
Feb. 12, 1916	Jacob Nelson	...North Butte, Co.—Mining	...Loss of right eye .....	Piece of rock flew in eye.	Monthly
Feb. 11, 1916	William Irie	...North Butte, Co.—Mining	...Amp. of great toe at proximal joint, left foot .....	Concrete bucket struck him .....	1,234.00
Feb. 9, 1916	John Moore	...A. C. M. Co.—Mining	...Loss of left eye .....	Piece of steel flew in eye .....	130.00
					1,134.00

**SECOND ANNUAL REPORT**

**DETAIL OF PERMANENT PARTIAL DISABILITIES—Continued.**  
PLAN NO. 1.

**INDUSTRIAL ACCIDENT BOARD**

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Date of Accident	Name of Injured	Employer and Industry	Nature of Injury	Cause of Injury	Award
Mch. 9, 1916	Edw. J. Hinds	A. C. M. Co.—Mining	Amp. 1st finger, 1st joint, left hand	Caught in machine.....	140.00
Mch. 8, 1916	Tom Shaughnessy	A. C. M. Co.—Mining	Amp. 3rd finger at distal phalanx, left hand	Caught on car .....	40.00
Mch. 7, 1916	Harvey Leslie	Cottonwood Coal Co.—Coal Mine	Amp. middle toe, right foot	Foot caught, ice jamb	68.30
Mch. 3, 1916	W. L. Home	Timber Butte M. Co.—Mining	Amp. little finger, 1st joint, right hand	Caught hand in snatch block	20.00
Apr. 26, 1916	John Virta	North Butte Co.—Mining	Amp. 3rd finger, 1st joint, left hand	Fell with piece of timber	80.00
Apr. 17, 1916	Victor L. Shafford	A. C. M. Co.—Mining	Amp. 3rd toe at proximal joint	Car slipped from track	60.00
Apr. 5, 1916	Jack Wright	Libby Lumber Co.—Saw Mill	Loss of left testicle	Caught on crossed saws	109.28
Apr. 2, 1916	David Jones	A. C. M. Co.—Mining	Amp. 2nd finger at distal joint	Fall of rock .....	50.00
May 28, 1916	Dan M. Martin	A. C. M. Co.—Mining	Amp. 1st finger, 2nd joint	Fall of rock .....	149.00
May 28, 1916	Frank A. Fiscus	North Butte Co.—Mining	Amp. of left arm .....	Timber fell on arm.....	1,486.00
May 27, 1916	Morton P. Yontus	A. C. M. Co.—Planing Mill	Amp. of right hand .....	Caught hand in turning cutter head .....	1,400.00
May 18, 1916	Patrick Twohy	A. C. M. Co.—Smelter	Amp. of 1st & 2nd fingers, right hand .....	Crane ran over hand .....	770.00
May 17, 1916	Lawrence Klarich	A. C. M. Co.—Smelter	Loss of right eye .....	Piece of steel flew in eye .....	963.00
May 14, 1916	George Barlow, Jr.	C. M. Co.—Smelter	Amp. of left arm at shoulder.....	Caught in pulley .....	2,066.00
May 11, 1916	Paul Latarika	Cottonwood Coal Co.—Coal Mine	Loss of left eye .....	Piece of steel flew in eye .....	963.00
May 8, 1916	Muzzana Ferdinand	C. M. Co.—Smelter	Loss of right eye .....	Struck with wire .....	Monthly
June 29, 1916	Arthur T. Luther	A. C. M. Co.—Smelter	Amp. 1st & 2nd fingers, 2nd joints, left hand .....	Caught fingers in knives of planer .....	248.00
June 22, 1916	Wm. Kistle	A. C. M. Co.—Mining	Amp. 2nd & 3rd fingers, distal joint, right hand .....	Caught on car .....	90.00
June 17, 1916	Nels Rogness	Mont. Power Co.—Elec. Power	Amp. right thumb .....	Timber fell on hand .....	192.50
June 11, 1916	Wm. Eccles	Federal Mng. Co.—Mining	Amp. 2nd finger, 1st joint, right hand .....	Hand caught in sheave wheel .....	100.00
June 8, 1916	Wm. Angell	A. C. M. Co.—Mining	Loss of left eye .....	Explosion .....	1,701.00
June 6, 1916	Alex Ancoin	A. C. M. Co.—Mining	Amp. of middle finger .....	Caught finger between phalanx, right hand .....	49.50
July 26, 1916	Ira C. Miller	Eureka Lumber Co.—Saw Mill	Amp. 4th toe, 1st phalanx, right foot	timber and car .....	No claim
July 25, 1916	Amos Elderkin	A. C. M. Co.—Mining	Amp. 2nd finger at proximal joint, left hand .....	Caught foot under loader .....	149.00

## SECOND ANNUAL REPORT

**DETAIL OF PERMANENT PARTIAL DISABILITIES—Continued.**  
**PLAN NO. 1.**

Date of Accident	Name of Injured	Employer and Industry	Nature of Injury	Cause of Injury	Award
July 23, 1916	Ted Loftus	Federal Mng. & Sm. Co.—Mining.	Amp. 1st finger at 2nd joint, Fall of rock right hand	Fal of rock	150.00
July 20, 1916	F. Meyers	A. C. M. Co.—Smelter	Amp. 1st phalanx, little finger, Plunger fell on hand	No Clam right hand	.....
Jul 16, 1916	Steve Miller	A. C. M. Co.—Mining.	Amp. 3rd finger at distal joint, Fall of rock left hand	Fall of rock	40.00
July 15, 1916	George Capri	A. C. M. Co.—Smelter.	Amp. 1st, 2nd, 3rd fingers at distal joint, left hand	Caught hand on car	188.00
July 14, 1916	Cecil C. Rhodes	A. C. M. Co.—Mining.	Amp. 3rd finger at distal phalanx	Running car caught	.....
July 2, 1916	Ole Larson	Western Lumber Co.—Logging	Amp. 1st, 2nd, 3rd toes	Finger	None
Aug. 16, 1916	Joe Chapman	Mont. Power Co.—Elec. Power	at 2nd joint, right foot	Foot run over by car.	70.00
Aug. 15, 1916	Eli Starvich	N. W. Imp. Co.—Coal Mine.	Amp. 2nd & 3rd fingers at distal joint, right hand	Hand caught on derrick	50.00
Aug. 6, 1916	Alex Keto	A. C. M. Co.—Mining.	Amp. 1st joint, thumb, 1st finger 2nd joint, 2nd finger, 2nd joint, left hand	Footslit.nJA. SHRDLLUCMFWY—A.Fall of rock	Monthly
Sept. 21, 1916	Joe Oreno	A. C. M. Co.—Smelter.	Amp. right arm joint, middle finger	Was blasted	1,486.00
Sept. 16, 1916	Messoch Smith	A. C. M. Co.—Mining.	Amp. 1st joint, middle finger	Hand caught on cable.	150.00
Mar. 29, 1916	James A. Brainard	A. C. M. Co.—Mining.	Loss of 4th finger, right hand	.....	.....
Mar. 23, 1916	Leslie Munson	Butte Miner Co.—Printing.	Amp. great toe at proximal joint	Hand caught in cogs.	120.00
July 3, 1916	Henry A. Giles	A. C. M. Co.—Mining.	Amp. 1st finger, distal joint, left hand	Timber fell on toe ..	150.00
Aug. 28, 1916	Peter Carlascio	Mont. Coal & Iron Co.—Coal Mine	Amp. 3rd & 4th fingers, distal joint, left hand	Caught hand in press.	100.00
Aug. 11, 1916	Charles Morgan	A. C. M. Co.—Mining.	Amp. 3rd phalanx, 2nd & 3dr fingers, left hand	Struck by cars	70.00
Aug. 10, 1916	Geo. Hockenhill	A. C. M. Co.—Smelter.	Amp. 2nd finger, right hand	Caught hand in coal door	130.50
Aug. 2, 1916	Sanford Salo	A. C. M. Co.—Mining.	Amp. 2nd finger, left hand	Caught between 2 cars	295.00
Aug. 12, 1915	Leo Starkovich	N. W. Imp. Co.—Coal Mine.	Amp. 4th finger at distal joint	Rivet flew in eye ..	954.00
July 23, 1916	John Dobrotinic	A. C. M. Co.—Smelter.	Amp. 2nd finger, left hand	Caught finger on car.	30.00
Sept. 14, 1916	Martin Hansen	A. C. M. Co.—Mining.	Amp. 2nd finger at distal joint, 3rd finger	Coal flew in eye ..	Monthly
Sept. 26, 1916	Ed. Thompson	Mont. Power Co.—Elec. Power.	Amp. 2nd finger, left hand	Hand caught in con-	210.00
				joint, 4th finger 1st	veyor
				post and car	50.00
				Piece of rock flew in	1,009.56
				eye	.....

## DETAIL OF PERMANENT PARTIAL DISABILITIES—Continued.

PLAN NO. 1.

## INDUSTRIAL ACCIDENT BOARD

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Date of Accident	Name of Injured	Employer and Industry	Nature of Injury	Cause of Injury	Award
Oct. 15, 1916	Elmer S. Sloan	Conrey Mng. Co.—Placer Mng.	Amp. 2nd finger, 2nd joint, third finger 1st joint, 4th finger 3rd joint, right hand	Fingers caught between cable and block on dredge	210.00
Oct. 21, 1916	Walter Anderson	Mines Timber Co.—Logging	Amp. 3rd finger at distal joint, right hand	Hand caught in revolving pulley	237.15
Aug. 31, 1916	Thos. O'Neill	A. C. M. Co.—Mining	Amp. 2nd finger at distal joint, left hand	Finger caught between post and car	50.00
Sept. 6, 1916	Edw. A. Briggs	C. M. Co.—Coal Mine	Amp. 2nd joint of 2nd 4th fingers, right hand	Hand caught in steam lathe	123.33
Oct. 10, 1916	Fred A. Ross	A. C. M. Co.—Mining	Amp. 3rd finger at proximal joint, left hand	Car fell on finger	120.00
Oct. 24, 1916	John McKethan	C. M. Co.—Coal Mine	Amp. 3rd finger 1st joint, right hand	Caught finger in car	40.00
Oct. 26, 1916	John P. Herlihy	A. C. M. Co.—Mining	Amp. 4th finger at distal joint, 3rd finger at 1st and 2nd joints, ...	Hand caught between cars	110.00
Nov. 2, 1916	Andrew Berkelcio	N. W. Imp. Co.—Coal Mine	Amp. 1st finger at 1st joint, right hand	Fall of coal	100.00
Nov. 12, 1916	Gjuro Cetkovich	A. C. M. Co.—Mining	Amp. 1st and 2nd fingers at distal joint, right hand	Fall of Rock	150.00
Nov. 16, 1916	Jacob Sandmo	A. C. M. Co.—Smelter	Amp. distal joint, 2nd finger, right hand	Caught hand on car	50.00
Nov. 20, 1916	John C. Stephens	A. C. M. Co.—Mining	Amp. proximal joint, 3rd finger, right hand	Car jumped track	80.00
Nov. 22, 1916	William Yaeger	A. C. M. Co.—Mining	Amp. 1st joint, thumb on left hand	and caught finger	200.00
Nov. 28, 1916	Tom Maynard	North Butte Co.—Mining	Amp. 2nd joint, 4th finger, hand	Fall of rock	120.00
Dec. 1, 1916	Olaf Hoagland	Polley's Lbr. Co.—Logging	Amp. 2nd joint, 1st finger, hand	Pulling sliver from machine	133.67
Dec. 1, 1916	Jas. D. McDonald	A. C. M. Co.—Smelter	Amp. distal joint, thumb on left hand	Ground thumb on emery wheel	200.00
Sept. 2, 1916	Nick Bublich	Ronudup Coal Co.—Coal Mine	Loss of left eye	Piece of coal flew in eye	Monthly
Dec. 19, 1916	Walter Bennett	Republic Coal Co.—Coal Mine	Amp. 1st joint, 1st finger, hand	Car ran over hand	99.30
Dec. 19, 1916	James A. Smith	A. C. M. Co.—Mining	Amp. 2nd joint, 4th finger, right hand	Caught hand on chute	60.00
Dec. 27, 1916	Anton Trotter	N. W. Imp. Co.—Coal Mine	Amp. 1st joint, first finger, left hand	Caught hand between car and chute	Monthly
Dec. 30, 1916	Victor E. Hackett	A. C. M. Co.—Mining	Amp. 2nd jt., 4th finger, right hand	Caught hand between car and chute	60.00

## SECOND ANNUAL REPORT

**DETAIL OF PERMANENT PARTIAL DISABILITIES—Continued.**  
PLAN NO. 1.

Date of Accident	Name of Injured	Employer and Industry	Nature of Injury	Cause of Injury	Award
Jan. 4, 1917	Robert Roberts	...East Butte Co.—Mining	Amp. distal jt., 2nd finger, right hand	Caught finger on rip saw	50.00
Jan. 9, 1917	John Waarilla	...N. W. Imp. Co.—Coal Mine	Amp. index finger, right hand	Caught hand in circular saw	189.00
Jan. 11, 1917	Otto Nelson	.....A. C. M. Co.—Mining	Amp. distal jt., 2nd finger, right hand	Caught hand between two timbers	50.00
Jan. 29, 1917	John Flynn	Butte A. P. Rwy.—El. Rwy Op.	Amp. thumb of left hand	Fell from car	Claim No 953.19
July 3, 1916	George Ark	Republic Coal Co.—Coal Mine	Loss of right eye	Explosion	
Nov. 4, 1916	Bill Lucas	North Butte Co.—Mining	Loss of left eye	Piece of rock flew in eye	
Jan. 19, 1917	Chas. Haugh	.....North Butte Co.—Mining	Amp. distal phal. of 4th finger	Rock struck finger	Monthly
Jan. 19, 1917	Edw. Kircher	.....A. C. M. Co.—Mining	of right hand	Rock struck finger	30.00
Jan. 29, 1917	H. Schmeizer	Mont. Power Co.—Elec.	Amp. of middle toe	Rock struck foot	Monthly
Feb. 1, 1917	Crist Webber	....Mont. Power Co.—Elec.	Power ... Amp. thumb of right hand	Wheel went over thumb	197.13
Oct. 5, 1917	Thos. Connors	.....A. C. M. Co.—Mining	Amp. 1st jt., index finger, right hand	Caught finger between pole and car	100.00
Jan. 8, 1917	Mike Burns	.....A. C. M. Co.—Mining	Amp. 3rd jt., 2nd and 3rd toes	Fal of rock	306.65
Jan. 25, 1917	Joe Yipic	.....A. C. M. Co.—Coal Mine	Amp. distal jt., 2nd finger, right hand	Fall of rock	50.00
Feb. 15, 1917	Chas. Kestle	.....A. C. M. Co.—Mining	Amp. 1st jt., 2nd, 3rd fingers, left hand	Hand caught between car and roof	45.00
Feb. 17, 1917	Mark Serich	.....East Butte Co.—Mining	Amp. distal jt., 3rd finger, right hand	Caught on jointer knife	190.00
Feb. 20, 1917	Francis Lowney	..A. C. M. Co.—Mining	Amp. distal jt., 3rd & 4th finger	Car jumped track	70.00
Feb. 25, 1917	Nathan R. Acord	.A. C. M. Co.—Smelter	Amp. distal jt., 1st finger, right hand	Clamp fell on finger	100.00
Feb. 28, 1917	Barney Marron	.....A. C. M. Co.—Smelter	Arm torn off at shoulder	Caught in pulley	Monthly
Mar. 9, 1917	M. K. Hartwig	.....A. C. M. Co.—Smelter	Amp. distal jt., 1st finger, right hand	Caught in rolls	100.00
Mar. 10, 1917	John O'Malley	....Mont. Power Co.—Elec.	Amp. 1st phal. 4th finger, left hand	Riding on top of cars	259.10
Mar. 19, 1917	Enrico Ranerio	.....Cottonwood Coal Co.—Coal Mine	Amp. 1st phal., 3rd finger, right hand	Caught finger under truck	
Mar. 23, 1917	John Fortin	.....A. C. M. Co.—Mining	Amp. 2nd jt., 3rd finger, right hand	Fall of rock	19.96
					140.00

**DETAIL OF PERMANENT PARTIAL DISABILITIES—Continued.**  
PLAN NO. 1.

**INDUSTRIAL ACCIDENT BOARD**

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Date of Accident	Name of Injured	Employer and Industry	Nature of Injury	Cause of Injury	Award
Sept. 17, 1916	J. C. O'Neill	Mont. Power Co.—Elec. Power	Loss of use of left arm . . . . .	Fell down draft tube. . . . .	2,240.00
Sept. 27, 1916	John Stefanich	A. C. M. Co.—Smelter	Amp. thumb distal jt., 2nd finger, proximal jt., right hand . . . . .	Moving casting, thumb infected . . . . .	300.00
Nov. 4, 1916	Henry Bishop	A. C. M. Co.—Mining	Paralysis of left foot . . . . .	Fall of ground . . . . .	2,700.00
Jan. 26, 1917	George Kessler	Mont. Power Co.—Elec. Power	Loss of sense of smell. . . . .	Bolt head flew in eye . . . . .	
Jan. 29, 1917	Kristo Hrnz	A. C. M. Co.—Mining	Loss of sight of left eye . . . . .	Bolt head flew in eye . . . . .	Monthly 100.00
Mar. 16, 1917	Dennis Conlon	A. C. M. Co.—Coal Mine	Amp. 1st finger distal jt., left hand . . . . .	Caught finger on chute . . . . .	
Mar. 20, 1917	John J. Lowney	A. C. M. Co.—Mining	Amp. 3rd finger, 1st jt., left hand . . . . .	Fall of rock . . . . .	40.00
Mar. 22, 1917	Frank Flynn	A. C. M. Co.—Smelter	Amp. 2nd, 3rd and 4th fingers, Timber fell . . . . .	Timber fell . . . . .	Claim Pending
Apr. 3, 1917	John Oldhouse	A. C. M. Co.—Smelter	Amp. 1st finger, 2nd jt., left hand. Finger caught under stamping machine. . . . .	Finger caught under stamping machine. . . . .	Monthly
Apr. 20, 1917	George McMillan	Mont. Coal & Iron—Coal Mine	Amp. little finger . . . . .	Caught in reamer . . . . .	90.00
Feb. 26, 1917	James H. Ellis	A. C. M. Co.—Mining	Amp. 4th finger, 1st phalanx, Fall of Coal . . . . .	Fall of Coal . . . . .	90.00
Apr. 8, 1917	Richard Taylor	A. C. M. Co.—Mining	Amp. 4th finger, proximal jt., Grinding chisel . . . . .	Grinding chisel . . . . .	130.00
Apr. 16, 1917	James Keegan	A. C. M. Co.—Mining	Amp. 2nd and 3rd fingers at distal jt., and 4th finger at 2nd jt., and 4th finger at 2nd jt., left hand . . . . .	Caught finger in pulley . . . . .	No claim
Apr. 27, 1917	Fred Marken	A. C. M. Co.—Mining	Amp. distal jt., 2nd finger, right hand . . . . .	Caught finger under steam hammer . . . . .	No claim
May 3, 1917	Wm. Ralph, Jr.	N. W. Imp. Co.—Coal Mine	Amp. 1st fingered at proximal jt., right hand . . . . .	Roll fell on finger . . . . .	160.00
May 4, 1917	Otto Levin	East Butte Co.—Mining	Amp. little finger, right hand . . . . .	Caught between hammers on car . . . . .	Monthly
May 7, 1917	Toney Munges	East Butte Co.—Mining	Amp. 1st phalange, thumb, left hand . . . . .	Cut with axe . . . . .	18.55
May 9, 1917	Fred Soumi	N. W. Imp. Co.—Coal Mine	Amp. 1st phalange 1st finger, right hand . . . . .	Timber fell . . . . .	No claim
May 10, 1917	Louis Ruzick	N. W. Imp. Co.—Coal Mine	Amp. 1st phalange thumb, right hand . . . . .	Caught on rope . . . . .	Monthly
May 213, 1917	Anton Kristian	Republic Coal Co.—Coal Mine	Amp. 1st phalange thumb, left hand . . . . .	Caught on rope . . . . .	56.67
May 22, 1917	George N. Griffin	Roundup Coal Co.—Coal Mines	Amp. 1st jt., 1st finger, right hand . . . . .	Caught fingers on steel partition . . . . .	Claim pending
				Caught in plunger of pump . . . . .	100.00

## DETAIL OF PERMANENT PARTIAL DISABILITIES—Continued.

From June 30th, 1916, to July 1st, 1917.

Date of Accident	Name of Injured	Employer and Industry	Nature of Injury	Cause of Injury	Award.
Jan. 31, 1917	Jeff D. Ford	A. C. M. Co.—Mining	Loss of left eye.....	Rock flew in eye .....	839.00
Feb. 13, 1917	Robert Blair	A. C. M. Co.—Mining	Amp. proximal jt., 2nd finger, Amp. proximal jt., 2nd finger, Car jumped track .....	left hand .....	150.00
Mar. 7, 1917	Curtis A. Heikes	Mont. Power Co.—Elec.	Loss of left eye.....	Picking cement .....	500.00
Apr. 4, 1917	Iva Yabilin	Am. Sm. & Ref. Co.—Smelting	Amp. proximal jt., great toe, leit foot.....	Stepped on moving moulds .....	150.00
Apr. 12, 1916	James A. Boyer	Coal Mine	Amp. proximal jt., thumb of Sawing wedges .....	Light globe blew up .....	Monthly
May 5, 1917	Arthur Mann	East Butte Co.—Mining	Amp. proximal jt., right hand .....	Light globe blew up .....	300.00
May 12, 1917	Fred F. Rice	A. C. M. Co.—Mining	Amp. distal jt., 4th finger, right hand .....	Caught finger on motor	30.00
May 14, 1917	Steve Jackson	North Butte Co.—Mining	Amp. distal jt., 1st and 2nd Fal of rock .....	Caught finger on motor	150.00
May 14, 1917	John Waisan	N. W. Imp. Co.—Coal Mine	Fingers left hand .....	Caught finger on motor	150.00
June 9, 1917	Eric A. Anderson	A. C. M. Co.—Smelter	Amp. 1st jt., middle and index finger, left hand .....	Dumping a car .....	Monthly
June 13, 1917	Wm. Kubek	East Butte Co.—Mining	Amp. ring finger, left hand .....	Casting fell on hand..No claim	150.00

## INDUSTRIAL ACCIDENT BOARD

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## ACCIDENTS CAUSING PERMANENT PARTIAL DISABILITY.

(Classified as to Industry and Part of Body Affected)

From July 1st, 1915, to June 30th, 1917.

PLAN NO. 1.

	Two or More Fingers Entire	24	2	TOTAL
	Two or More Finger 1st Phalange	36	21	EYE
	Thumb and Finger Entire	1	1	Leg
	Thumb and Finger 1st Phalange	1	1	Foot
INDUSTRIES	LOSS OF			
Smelters .....	One other Finger Entire	2	14	
Mining .....	One Other Finger	25	1	
Saw Mills .....	1st Phalange	6	2	
Coal Mines .....	Index Finger	3	1	
Electric Power .....	Entire	1	1	
Milling Ore .....	Index Finger	1	1	
Planing Mills .....	Entire	1	1	
Logging .....	1st Phalange	1	1	
Printing & Publishing .....	Hand	13	10	
Electric Railways, Operating .....	Arm	41	18	
TOTALS .....		7	6	
	Two or More Toes			
	One Other Toe			
	Great Toe			
	Arm			

Smelters .....	35
Mining .....	80
Saw Mills .....	4
Coal Mines .....	10
Electric Power .....	11
Milling Ore .....	12
Planing Mills .....	11
Logging .....	22
Printing & Publishing .....	11
Electric Railways, Operating .....	11
TOTALS .....	167

## SECOND ANNUAL REPORT

INJURIES CLASSIFIED AS TO PART OF BODY AFFECTED.  
July 1st, 1915, to June 30th, 1917.

PLAN NO. 1.

## Part of Body Affected

	NATURE OF INJURY						Amputation
	Cut	Puncture	Sprain	Fracture	Dislocation		
Bruise							
Foot	551	109	155	41	49	3	
Leg	395	144	23	14	163	..	
Thigh	92	18	6	4	6	..	
Ankle	135	20	3	227	42	3	
Knee	161	42	10	80	6	12	
Hip	116	9	..	11	3	..	
Hand	247	380	74	13	17	2	6
Thumb	121	161	9	7	27	3	10
Wrist	36	77	6	55	21	2	
Forearm	32	46	4	5	6	..	
Arm	145	105	11	17	56	..	4
Elbow	41	20	1	5	3	4	
Shoulder	207	45	..	31	10	23	
Finger	530	873	22	2	101	8	86
Toes	384	138	5	2	76	..	5
Clavicle	1	..	..	..	25	1	
Neck	20	16	1	9	..	..	
Chest	91	11	..	5	..	..	
Side	154	4	4	16	..	..	
Back	375	47	2	250	6	1	
Face	69	154	6	..	2	..	
Head	89	303	1	..	..	..	
Nose	12	25	..	..	9	1	
Forehead	16	120	..	..	1	..	
Scalp	38	538	..	..	..	..	
Skull	1	..	..	..	10	..	
Ribs	18	1	..	4	61	..	
Eye	119	125	17	..	..	..	2
Hernia	..	..	..	..	..	..	
Unclassified	53	32	3	15	15	..	3
Internal	5	..	..	1	..	..	
	4254	3563	363	814	715	69	116

## INJURIES CLASSIFIED AS TO PART OF BODY AFFECTED—Continued.

## Part of Body Affected

		NATURE OF INJURY				Total
	Scald	Burn	Operation	Infection	Inf. Neg.	Unclassified
Foot	4	24	...	6	...	2
Leg	3	14	...	17	1	1
Thigh	1	3	...	1	...	131
Ankle	...	4	...	2	...	436
Knee	...	...	...	4	...	315
Hip	...	...	...	...	...	145
Hand	1	51	...	54	1	846
Thumb	...	2	...	12	1	253
Wrist	...	7	...	...	...	204
Forearm	...	8	...	2	...	103
Arm	3	25	1	4	1	272
Elbow	...	...	...	2	...	76
Shoulder	...	7	...	3	...	326
Finger	1	13	...	40	8	1684
Toes	...	2	...	7	5	624
Clavicle	...	...	...	...	...	27
Neck	2	31	...	...	...	79
Chest	1	3	...	...	1	112
Side	...	2	...	...	...	180
Back	...	11	...	...	1	693
Face	2	58	...	2	2	295
Head	1	7	...	...	...	401
Nose	...	2	...	2	...	51
Forehead	...	4	...	...	...	141
Scalp	...	...	...	4	...	580
Skull	...	...	...	...	...	11
Ribs	...	...	...	...	...	84
Eye	1	70	5	111	6	55
Hernia	...	...	...	...	...	26
Unclassified	...	3	...	2	1	17
Internal	...	...	...	...	...	13
	20	351	6	275	8	133
						10687

## SECOND ANNUAL REPORT

## **INDUSTRY CLASSIFIED AS TO PAYMENTS COMPENSATION**

July 1st, 1915, to June 30th, 1917.

INDUSTRY

COMPENSATION PAYMENTS CLASSIFIED AS TO INDUSTRY.

PLAN NO. 1.

	Total
Fatal	1
Buria	1
Hospital	1
Medical	1
Comp	1

## COMPENSATION PAYMENTS CLASSIFIED AS TO DISABILITIES.

Temporary Total .....	\$136,243.61
Permanent Partial .....	54,184.91
Permanent Total .....	30,947.00
Fatal .....	379,989.28
Medical & Hospital .....	9,500.97
Burial .....	21,040.90
	—631,906.67

## SCHEDULE OF EMPLOYERS UNDER PLAN NUMBER ONE, WHO HAVE REPORTED ACCIDENTS AND COMPENSATION PAID.

July 1st, 1915, to June 30th, 1917.

Name and Address	No. of Accidents	Compensation Paid
Anaconda Copper Mining Co., Butte.....	6558	\$326,106.29
American Smelting & Refining Co., East Helena.....	115	1,292.01
Atlantic Mines Co., Butte .....	29	.....
Bozeman Milling Co., Bozeman .....	5	.....
Butte, Tnaconda & Pacific R. R. Co., Anaconda .....	13	3,657.65
Butte Water Co., Butte .....	5	20.00
Butte Electric Railway, Butte .....	9	4,018.72
Butte Miner Co., Butte .....	4	284.75
Cascade Steam Laundry, Deer Lodge .....	3	9.00
Cascade Milling & Elevator Co., Cascade .....	1	50.00
Clark-Montana Realty Co., Butte .....	1	147.50
Conrey Placer Mining Co., Ruby .....	1	240.00
Cottonwood Coal Co., Stockett .....	79	9,185.20
The Daily Post, Butte .....	3	56.50
Du Pont De Nemours & Co., Ramsay .....	20	238.00
East Butte Mining Co., Butte .....	497	11,882.14
Elm Orlu Mining Co., Butte .....	151	3,677.94
Federal Mining & Smelting Co., Butte .....	14	547.15
Eureka Lumber Co., Eureka .....	98	1,394.90
Florence Steam Laundry, Missoula .....	1	34.60
Great Falls Power Co., Butte .....	63	1,884.89
International Harvester Co., Helena .....	2	120.60
Interstate Lumber Co., Missoula .....	2	50.00
Libby Lumber Co., Libby .....	105	4,915.62
Missoula Street Railway Co., Missoula .....	9	15.00
Missoula Light & Water Co., Missoula .....	10	1,079.00
Montana Coal & Iron Co., Washoe .....	33	1,131.45
Montana Flour Mills Co., Lewistown .....	12	64.54
Mines Timber Co., Butte .....	6	608.81
Montana Power Co., Butte .....	252	32,406.18
Mountain States Tel. & Tel Co., Helena .....	95	3,628.60
North Butte Mining Co., Butte .....	901	176,176.50
Northwestern Improvement Co., Red Lodge .....	290	10,687.64
Polley's Lumber Co., Missoula .....	12	209.38
Republic Coal Co., Roundup .....	192	7,320.29
Rainbow Lode Development Co., Butte .....	2	.....
Roundup Coal Mining Co., Roundup .....	47	2,763.27
Somer's Lumber Co., Somers .....	27	1,011.88
State Lumber Co., Kalispell .....	3	60.00
State Elevator Co., Cascade .....	4	103.65
Swift & Company, Butte .....	1	.....
Thompson Falls Power Co., Thompson Falls .....	74	3,879.93
Timber Butte Milling Co., Butte .....	44	1,120.25
Western Iron Works .....	2	21.66
Western Union Telegraph Co., Helena .....	25	494.32
Western Lumber Co., Missoula .....	12	502.07
Western Montana Flouring Co., Missoula .....	20	.....
Montana Reservoir & Irrigation Co., Butte .....	1	.....

## PLAN No. 2

**ACCIDENTS CAUSING PERMANENT TOTAL DISABILITY CLASSIFIED AS TO NATURE OF ACCIDENTS AND INDUSTRY.**

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July 1st, 1915, to June 30th, 1917.

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Nature of Accident.	No. of Accidents.	Industry.
Back broken .....	1 .....	Mining
Total blindness .....	2 .....	Mining
Back broken .....	1 .....	Bridge building

**FATAL ACCIDENTS CLASSIFIED AS TO INDUSTRY.**

Industry.

Smelters .....	3
Mining .....	33
Coal Mines .....	8
Road Work .....	1
Milling Ore .....	1
Breweries .....	1
Coal Docks .....	3
Railway Construction .....	3
Heating and Power Plants .....	1
Elevator Construction .....	1
Logging and Lumber .....	2
Well Drilling .....	2
Lime Quarries .....	1
Brickwork Construction .....	1
Grain Elevators .....	1
General Contractors .....	1

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**SUMMARY OF ALL ACCIDENTS CLASSIFIED AS TO DISABILITY.**

Disabilities.

	Number
Temporary Total .....	4,470
Permanent Partial .....	85
Permanent Total .....	4
Fatal .....	63
Total All Accidents .....	4,622

## ACCIDENTS CAUSING PERMANENT PARTIAL DISABILITY.

From July 1st, 1915, to June 30th, 1917.  
(Classified as to Industry and Part of Body Affected)  
PLAN NO. 2.

INDUSTRIES

## SECOND ANNUAL REPORT

ACCIDENTS CAUSING TEMPORARY TOTAL DISABILITY.  
(Classified as to Industry and Nature of Injury)

From July 1st, 1915, to June 30th, 1917.

PLAN NO. 2.

INDUSTRIES	NATURE OF INJURY										Totals	
	Fractures	Lacerations	Sprains	Contusions and Bruises	Distocations	Metal Burns	Burns	Injured Eyes	Injuries	All Others	Poisons and Infections	
Cement Mfg.	5	6	2	2	17	3	2	111	5	62	1	18
Mining	112	1039	1158	2615	1	3	46	51	1	4	4	2866
Saw Mills	12	15	11	13	1	1	3	2	1	5	5	50
Foundries	13	9	13	1			1	1	1	1	4	46
Tank & Tower Const'n	1	1	1		5		1	6	2	15	6	5
Carpenters	19	49	53	27	5	1		1		14	3	191
Flour Mills	5	15	19	5	1						1	57
Planing Mills	1	4	5									10
Excavations	5	9	3	2					2		5	27
Laundries	5	6	3	3		2	15	2	1		2	56
Printing & Publishing	2	7	14	2								27
Brickwork Construct'n	1	2	3	3			1				1	12
Milling Ore	1	11	3	1			2			1		23
Machine Shops	3	4	3	1					1		1	16
Painting, Exterior	2	1	2									8
Plumbing & Steam Heating	4	15	14	6	1	1	2	1				44
Cabinet Work	1		3						1		8	8
Sugar Factory	13	36	18	15				13	2		4	106
Sash & Door Factory			1									1
Electrical Apparatus, Installing Inside			5	1		1				1		9
Gravel Pits, Operating			3	3			1				7	7
Logging	13	29	38	18	1		1		2	1	7	113
Grain Elevators & Breweries	13	13	33	15	1			3	2	6	1	87
Railway Construction, Not Specified	1	1	1	2								5
Candy & Cracker Factory			9	5	1					2	1	18
Concrete Structures	5	4	3	2	1					1	2	18
Brick Manufacturing	2	4	4	3				1				14
Gas & Water Works		1		2							1	4
Ice Harvesting	7	23	13	9	1					1	3	57
Grain Elevator Const'n	6	4	2	2	1					4	2	21
Electric Rys., Operating & Maintenance			6					2		1		9
Tile & Terra Cotta Manufacturing			4	6	2			2	1		1	16
Machinery Moving			1	1							2	2
Coal Mining	13	43	17	8	3				3	1	5	96
Tin & Metal Stamping		2	3								5	5
Quarries, Operating	2	1						1	2			6
Creameries	3	7	2	2	1					1	3	19
Galvanized Iron & Tin Works	2	4	1		1					1		4
Steam Threshers		4	2	3				1			1	7
Bridge Work	1	1	2					1			1	8
Electric Power		1							1			3
Glass Setting		2	1									3
Coal & Wood Yards, Not Specified	11	11	6	6	1					1	1	39
Garages, with Power	5	6	14	2	1			2	5	1	5	44
Road Work		2	2	1				1		1	1	8
Meat Markets, Not Specified			1	4	1					1		7
Smelters	1	5						1				1
Paper Hanging			1								1	1
Painting, Interior	1		1				1					3
Millwrighting			1								1	1
Machinery, Installing	3	1	1	2					1		1	7
Teaming & Transfer	11	31	8	6	2					1	2	63
Paving, Asphalt	1			1								2
Steam Heating		1										1
Slaughtering	1	1	7	1	1				1	1	2	15
Textile Manufacturing		2	3						4		1	5
Garages, Without Pr.	1		2							1	1	9
Coal & Wood Yards, With Power	5	19	5	5				4				38

## INDUSTRIAL ACCIDENT BOARD

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ACCIDENTS CAUSING TEMPORARY TOTAL DISABILITY—Continued.  
(Classified as to Industry and Nature of Injury)

From July 1st, 1915, to June 30th, 1917.

PLAN NO. 2.

INDUSTRIES	NATURE OF INJURY								All Others	Poisons and Infections	Internal Injuries	Injured Eyes	TOTALS
	Fractures	Contusions and Bruises	Sprains	Lacerations	Dislocations	Non Metal Burns	Metal Burns						
Moving Pictures . . . . .													2
Steel Structures . . . . .	1												4
Foodstuffs, Work in . . . . .													6
Stone Cutting . . . . .													2
Root Work . . . . .													1
Dams & Reservoirs, Construction . . . . .		1	1	2	2							1	7
Soap Factory . . . . .	1											1	2
Lathing & Plastering . . . . .		1											1
Ry. Construct'n, with Blasting . . . . .		9	33	20	9					1	2	1	77
Blasksmith Shops . . . . .	1			1									2
Mantels, Erecting . . . . .			1										1
--Tel. & Tel., Operat- ing & Maintenance. . . . .					1								1
Mattress Ftg. . . . .					1								1
Boot & Shoe Mfg. . . . .			1										1
Cellar Excavations . . . . .			1										1
Shingle Mills . . . . .		1											5
Steam Bakeries . . . . .			2	3									1
Well Drilling . . . . .				1									1
Installing Electrical Apparatus . . . . .												1	1
Marble Work . . . . .			1										1
TOTALS . . . . .	314	1528	1566	445	40	12	105	168	17	145	130	4470	

## DETAIL OF PERMANENT PARTIAL DISABILITIES.

July 1st, 1916 to June 30th, 1917.

## PLAN NO. 2.

Date of Accident	Name of Injured.	Employer and Industry	Nature of Injury	Cause of Injury.	Award.
July 13, 1915	Frank Blodgett	E. B. M. Co.—Mining	Amp. 2nd finger, distal jt., right hand	Caught finger in crag claw	\$ 50.00
Aug. 27, 1915	Leo Heford	Roundup Garage—Garage	Loss of left eye .....	Piece of steel flew in eye .....	890.18
Aug. 18, 1915	George H. Hoen	Carp. Co.—Trucking	Amp. 1st jts., great and 2nd toe, left foot .....	Radiator fel on foot..	130.00
Aug. 17, 1915	Peter Lee	J. E. Cocks—Lumber	Amp. little finger on right hand .....	Placed hand in jointer knives .....	30.00
Sept. 27, 1915	Frank Davis	Murphy Print—Printing	Loss use of right hand .....	Hand caught in press	873.21
Sept. 12, 1915	George Bryant	York Mining Co.—Mining	Amp. right leg at lower third .....	Foot caught in pulley, 1st jt., right Finger caught in cable	1,483.35
Sept. 12, 1915	Charles H. Smith	Kendall Mines Lease—Mining	Amp. 2nd finger, 1st jt., right hand .....	Finger caught in cable	50.00
Sept. 8, 1915	George A. Terhune	Mondamin Mining Co.—Mining	Amp. all fingers and 1st jt., of hand .....	Caught in hoist drum, thumb, left hand .....	760.00
Oct. 22, 1915	Guy B. Daggett	Ness, Theisen Cons. Co.—Bldg.	Amp. 1 & 2 finger, 2nd jt., left hand .....	Caught hand in saw...	250.00
Oct. 10, 1915	Mike Kuga	E. B. M. Co.—Mining	Amp. 1st jt., thumb, left hand .....	Axe fell on hand. Man disappeared	60.00
Dec. 22, 1915	Ernest A. Jones	Angelica Mng. Co.—Mining	Amp. little finger, 2nd jt., right hand .....	Finger infected .....	60.00
Dec. 13, 1915	James Meehan	E. B. M. Co.—Mining	Amp. index finger at distal jt., left hand .....	Caught hand in roller	100.00
Dec. 11, 1915	W. H. Moulton	Seek—Logging	Amp. 3 & 4 finger at 1st jt., left hand .....	Crushed in logs and saw .....	183.90
Jan. 29, 1916	Edmund W. Reid	Black Eagle Carriage Works	Amp. 1st finger, right hand .....	Sawed in planer .....	200.00
Jan. 26, 1916	A. G. Robeson	Peoples' Ice Co.—Harry Ice	Amp. thumb, left hand .....	Frozen .....	200.00
Jan. 24, 1916	Dan D. Shea	Butte & Sup. Co.—Mining	Amp. 3rd finger, hand .....	Rock rolled on finger .....	50.00
Jan. 19, 1916	Magnus Johnson	Clifton-Applegate Co.—Gen. Contr.	great & 2nd toes, each foot, 1st jt., .....	Frozen .....	260.00
Feb. 28, 1916	John Lly	Ruby Gulch Mng. Co.—Mining	Loss of right eye .....	Piece of rock flew in eye .....	965.99
Feb. 10, 1916	Carl Wierschke	Abel Bros. Co.—Butcher	Loss of left eye .....	Piece of bone from meat flew in eye ..	Monthly
Feb. 8, 1916	Geo. B. Barnes	Butte & Sup. Co.—Mining	Amp. 1st jt., middle finger, left hand .....	Caught hand in planer	54.30
Feb. 2, 1916	Vaso Albianich	E. B. M. Co.—Mining	Amp. right leg at middle third .....	Cave in .....	Monthly
Feb. 1, 1916	W. J. McNaull	Butte & Sup. Co.—Mining	Amp. forefinger, left hand .....	Fall of rock .....	200.00
Mar. 27, 1916	Mike Tus	Barnes-King Dev. Co.—Mining	Loss of left eye .....	Piece of steel flew in eye .....	Monthly

## SECOND ANNUAL REPORT

## INDUSTRIAL ACCIDENT BOARD

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## DETAIL OF PERMANENT PARTIAL DISABILITIES—Continued.

Date of Accident	Name of Injured	Employer and Industry	Nature of Injury	Cause of Injury	Award.
Apr. 27, 1916	Peter Rowan	.....Hel. Mont. Mng. Co.—Mining.....Amp.	1st phalange, 1st finger, left hand	Finger caught in chain block	100.00
Apr. 25, 1916	Mike Romeo	.....Hel. Mont. G. Mng. Co.—Mining.....Amp. index finger, hand	index finger, 1st it. little toe, distal foot	Caught finger in chain	100.00
April 13, 1916	John Blixt	.....Bost & Corb Mng. Co.—Mining.....Amp.	distal jt. Amp. 3rd finger, hand	distal jt., right Caught finger in saw..	30.00
June 24, 1916	J. F. DeLong	.....F. E. Russell—Saw Mill.....Amp.	1st phalange, 1st finger, hand	Caught finger in saw..	74.25
June 20, 1916	Tony Irwin	.....Mont. Iron Wts.—Machine Shop.....Amp.	1st phalange, index finger, right hand	Caught hand in plate rolls	8.30
July 27, 1916	J. P. Wendling	.....Butte Auto Co.—Garage.....Amp.	distal jt., 3rd finger, right hand	Caught hand in gears.	50.00
July 26, 1916	Herbert Fisher	.....J. E. Cocks—Woodwork.....Amp.	distal jt., middle finger, right hand	Caught fingers in knives	50.00
July 21, 1916	Geo. R. Bailey	.....Butte & Sup. Co.—Mining.....Amp.	2nd jt., index finger, right hand	Chain blocks dropped hand	148.85
July 20, 1916	F. D. Hacker	.....McCabe-Hacker Co.—Logging.....Amp.	3rd, 4th, 5th toes, right foot	Axe struck foot.....	155.04
July 18, 1916	E. A. Florence	.....Brace Stanton—Planing Mill.....Amp.	entire 4th finger, 3rd fingers at 2nd jt., right hand	Caught hand in jointer knives	220.00
Aug. 12, 1916	August J. Kaiser	.....Seebod & Thomas—Contractor.....Amp.	3rd finger, 2nd jt., left hand	Caught hand in jointer knives	80.00
Aug. 10, 1916	Carl Aberg	.....Brotherson Sh. Co.—Shingle Mfg. ....	1st jt., index and 2nd fingers, right hand	Hand struck saw .Man disapp.	80.00
Aug. 9, 1916	Archibald Wilson	.....Wm. Robertson—Bldg. Cont. ....	thumb, 1st jt., left hand	Fell from floor .....	145.00
Aug. 19, 1916	Ernest W. French	.....W. T. Hoog & Co.—Trucking .....	1st jt., index finger, left hand	Caught finger in door	7.15
Aug. 27, 1916	A. Talonen	.....Mann Lbr. Co.—Logging .....	2nd jt., index finger, left hand	Drunk, car ran over him .....Man Disapp.	
Aug. 29, 1916	C. I. Burt	.....Three Forks Cem Co.—Cemt. mfg.	Loss of left eye.....	Piece of iron flew in eye.....	1,141.93
Jan. 23, 1916	Frank Duff	.....Butte Sup Co.—Mining .....	Loss of left hand .....	Crushed by rock .....	142.00
July 29, 1916	W. Golden	.....Ind. Prtg. Co.—Printing .....	Amp. metacarpal bone 2nd finger, left hand .....	Caught in press .....	448.00
Sept. 12, 1916	J. Howard	.....J. K. Smith—Plasterer .....	4th finger, right hand .....	Caught finger between rock & plank.....	90.00
Sept. 22, 1916	E. W. Buck	.....Van Gorder Cons. Co.—Contr. ....	4th finger, 1st jt., right hand .....	Caught hand in mach'e	36.66
Oct. 1, 1916	W. Tullin	.....M. J. O'Farrel—Contr. ....	3rd finger, 3rd jt., right hand .....	Blood poison .....	120.00
Oct. 16, 1916	J. Trewartha	.....Butte Sup. Co.—Mining .....	left foot above ankle .....	Caught foot in gears of hoist .....	1,311.34
Oct. 20, 1916	George Clark	.....Snow Storm Mines—Mining .....	Loss of eye .....	Piece of wood flew in eye .....	No claim

**DETAIL OF PERMANENT PARTIAL DISABILITIES—Continued.**

Date of Accident	Name of Injured	Employer and Industry	Nature of Injury	Cause of Injury	Award
July 26, 1916	Herbert Fisher . . . . .	J. E. Cocks—Planing Mill . . . . .	Amp. 1st jt., 2nd finger, right hand	Caught finger in knives	50.00
Sept. 17, 1916	Norman McLean .....	Rev. G. Mines Co.—Mining . . . . .	Amp. 1st jt., 3rd finger, left hand	Crushed by rock . . . . .	80.00
Oct. 21, 1916	Guy Nelson .. . . . .	C. J. Carlson—Contr. . . . .	Amp. 1st jt., thumb on right hand	Caught hand in jointer	130.48
Nov. 20, 1916	Joe Rivard .. . . . .	Gr. F. Lbr. Co.—Sash & Door Factory . . . . .	Amp. 1st jt., 2nd & 3rd fingers, right hand	Caught hand in jointer	30.00
July 26, 1916	Nephi Foss .. . . . .	W. J. Burke—R. R. Contr. . . . .	Amp. distal phalanx of 4th finger left hand	Handling wheelers, crushed finger . . . . .	Man disapp.
Aug. 26, 1916	William Veal .. . . . .	Montana Rev. G. M.—Mining . . . . .	Amp. 1st jt., 2nd finger, left hand	Hand crushed on crank	50.00
Sept. 1, 1916	Bert V. Hukill .. . . . .	St. Paul & Mont. Co.—Mining . . . . .	Loss of use of 2nd & 3rd fingers	Blood poison in left shaft . . . . .	188.35
Nov. 18, 1916	Thomas Palmer . . . . .	J. E. Cocks—Gen. Contr. . . . .	Amp. d. stsal. jt., middle finger, left hand	Caught in double pocket saw . . . . .	50.00
Nov. 19, 1916	W. J. McLean .. . . . .	Mont. Auto Co.—Garage . . . . .	Amp. 1st jt., rmg. finger, left hand	Caught finger in brake . . . . .	40.00
Nov. 25, 1916	J. W. Noland .. . . . .	Inter Mt. Mill Co.—Flour Mill . . . . .	Loss of sight left eye . . . . .	Revolving pulley struck eye . . . . .	No claim
Nov. 28, 1916	Albert Tilman .. . . . .	R. L. Harper—Saw Mill . . . . .	Amp. little finger, right hand	Caught finger between two timbers . . . . .	107.15
Nov. 28, 1916	Warren Forwell .. . . . .	Hen. Prod. Co.—Diary Prod. . . . .	Amp. index finger, right hand	Caught finger in turning cylinder . . . . .	60.00
Nov. 17, 1916	George Wegner .. . . . .	John S. Cook—Contr. . . . .	Amp. 1st jt., index finger, right hand	Timber fell on finger . . . . .	100.00
Dec. 2, 1916	George Faller .. . . . .	Mann Lbr. Co.—Logging . . . . .	Amp. all toes of left foot . . . . .	Intoxicated and froze feet . . . . .	No Award.
Dec. 24, 1916	Max Sabo .. . . . .	Dav. Daly Co.—Mining . . . . .	Amp. 4 toes of right foot	Caught hand at wrist . . . . .	148.86
Oct. 21, 1916	Alfred Cruse .. . . . .	Nelson Coal Co.—Coal Mine . . . . .	Amp. 2nd jt., 1st finger, right hand	Caught hand in buzzie machine . . . . .	
Dec. 7, 1916	Carl Wooster .. . . . .	Butte Cen. M. Co.—Mining . . . . .	Piece of steel from chisel . . . . .	Caught in drill press . . . . .	50.00
Jan. 12, 1917	Roger Burr .. . . . .	Butte & Sup Co.—Mining . . . . .	Amp. big & 3rd toes, right foot	Caught between car thru 1st phalange . . . . .	130.00
Jan. 20, 1917	William Herman .. . . . .	Sup Co.—Mining . . . . .	Amp. right hand at wrist . . . . .	Caught hand on belt & pulley on conveyor. Claim Pen.	
Jan. 29, 1917	Oscar Fuller .. . . . .	Elk. E. Car. Wks.—Carriage Wks. . . . .	Amp. 2nd jt., index finger, right hand	Caught hand on planing saw . . . . .	150.00

**SECOND ANNUAL REPORT**

## DETAIL OF PERMANENT PARTIAL DISABILITIES—Continued.

Date of Accident	Name of Injured	Employer and Industry	Nature of Injury	Cause of Injury	Award.
Feb. 1, 1917	Eddie P. Thoma	Bates & Rogers Co.—Gen Contr.	Amp. 1st jt., index finger, 1st jt., thumb, right hand between thumb, right hand	Caught hand between car and drawhead..	259.50
Feb. 2, 1917	C. A. Barker	M. F. Rohn T. Co.—Teaming	Amp. ring finger, left hand	Rock fell from chute..	120.00
Feb. 7, 1917	Martin Olson	C. J. Carlson—Carpenter	Amp. distal phalanx of 3rd and 4th finger, left hand	Caught hand in jointer	70.00
Feb. 10, 1917	Walter Shavens	S. Gr. Mine Co.—Mining	Amp. 2nd phal. or 2nd finger, 1st phal. of 3rd finger, left hand	Motorcycle turned over on him .....	No claim
Jan. 1, 1917	Wm. Larkin	Storms M. Co.—Mining	Amp. 1st phal. big toe, Fall of rock .....	.....	90.00
Nov. 23, 1916	George Manwaring	Butte & Ballalave—Mining	Loss of use of distal jt. of 3rd finger, left hand	Caught between trucks of cars .....	40.00
Apr. 2, 1917	Geo. W. Ferguson	Daly Co.—Mining	Amp. proximal phalanx of ring finger, left hand	Caught between car and post .....	80.00
Apr. 13, 1917	Carl Fischer	Sullivan's Bakery—Bakery	Amp. 2nd and 3rd finger, left hand	Caught hand in dough mixer .....	80.00
Apr. 17, 1917	Jack Kopriuki	Butte & Sup. Co.—Mining	Amp. little finger, 1st jt., index finger at proximal jt. right hand	Caught finger in pulley Fellow worker hit hand with sledge .....	80.00
Oct. 23, 1916	Alexander Walker	Hellekson Lbr. Co.—Lbr. yard	Amp. middle finger, left hand	Caught in sausage machine .....	200.00
Nov. 4, 1916	Louis Gries	J. R. Dailey Co.—Butcher Shop	Amp. distal phalanx of thumb of right hand	Fingers frozen .....	44. <sup>28</sup>
Dec. 26, 1917	Lars Johnson	Clif. Apple. & T.—Gen. Contr.	Wks. Loss of sight of left eye .....	Blasted rock flew in eye .....	Monthly
Mar. 6, 1917	Norman Campbell	Three Forks Cem. Co.—Cem.	Am. 2nd and 3rd toes, left foot .....	Cars ran over foot .....	Monthly
May 5, 1917	Leo McDonald	Davis-Daly Co.—Mining	Am. index finger, left hand .....	Cars ran over foot .....	Monthly
May 13, 1917	A. M. Bish	Towhy Bros., Co.—R. R.	Caught in coupling .....	Caught in coupling .....	200.00

## SECOND ANNUAL REPORT

**PERMANENT TOTAL DISABILITY.**

July 1st, 1916, to June 30th, 1917.

PLAN NO. 2.

Date of Injury	Name of Injured.	Employer and Industry	Nature of Injury	Cause of Injury.	Award
Mar. 3, 1916 Dec. 24, 1916	Carl Lehto ..... George Roby .....	Nelson Coal Co.—Coal Mine ..... Natl Tung. & S. Co.—Mining .....	Broken back ..... Total blindness .....	Roof caved in ..... Delayed blast .....	4,000.00 3,388.85

**DETAIL OF FATAL ACCIDENTS.**  
From July 1st, 1916, to June 30, 1917.

PLAN NO. 2.

Date of Accident	Name of Injured	Employer and Industry	Cause of Death	Award
July 29, 1916	H. W. McKinney	C. E. Bird & Co.—Elev.	Timber fell on his head	No Dep.
July 27, 1916	Henry O. Brue	McGregor & Co.—Rwy.	Explosion of blast	Monthly
July 25, 1916	Geo. C. Gagnon	John McLane—Logging	Killed in log chute	No Dep.
July 21, 1916	George Pugh	P. Co.—Smelter	Fell thru roof	\$2,470.15
July 12, 1916	Wm. Gilman	Mont. Petroleum Co.—Well Drilling	Gas poisoning	No Dep.
July 12, 1916	John Loe	Snow Storm Mines Co.—Mining	Died of heart failure	No claim.
July 12, 1916	Edw. Morgan	Butte Central Min. Co.—Mining	Riding on derrick, fell off	Claim pending.
July 4, 1916	Andrew Koski	Superior Co.—Mining	Fall of ground	No Dep.
Aug. 27, 1916	George Langill	Butte Superior Co.—Mining	Fall of rock	No Dep.
Aug. 21, 1916	Matt Miemi	Boston & Corbin Co.—Mining	Fell down 80 foot chute	Claim pending.
Aug. 19, 1916	George Smith	Kendal Mine Lease—Mining	Runaway cars ran over him	No Dep.
Aug. 1, 1916	John Dougherty	Kenai Mine Lease—Mining	Fall of rock	Claim pending.
Sept. 24, 1916	Charles Johnson	Clinton-Applegate Co.—Rwy.	Premature explosion, dynamite	No Dep.
Sept. 1, 1916	Louis Van Don	Superior Co.—Mining	Stepping from cage and rock fell on him	No Dep.
Oct. 26, 1916	Chris Jacobson	Elliston Lime Co.—Lime Quarry	Fall of rock	No Dep.
Nov. 2, 1916	George Fuller	Grant, Smith & Co.—Br. Wk. Const.	Struck by locomotive	No Dep.
Nov. 12, 1916	Robert Elliott	Butte Superior Co.—Mining	Timber fell on him	Claim pending.
Dec. 18, 1916	Amos Peroglio	Butte Superior Co.—Mining	Fall of rock	Monthly.
Jan. 18, 1917	John Peroglio	Smokless & Sootless—Coal Mining	Coupling moving cars	No Dep.
Jan. 28, 1917	Joseph Kawa	Imperial Elev Co.—Grain Elev.	Coupling R. R. track, hit by train	Claim Pending.
Feb. 5, 1917	Andrew Lehto	East Side Min. Co.—Mining	Fall of ground	Monthly.
Feb. 2, 1917	John Leaton	St. P. & Mont. M. Co.—Mining	Caught between starting cage and floor	No Dep.
Feb. 20, 1917	Marshall Stewart	Butte & Superior Co.—Mining	Caught on spokes of bull wheel	Monthly.
Feb. 23, 1917	Frank Gilson	George H. Brown—Logging	Log hit him on log chute	No Dep.
Mar. 12, 1917	Harry W. Matson	Mont. St. Oil Co.—Drilling	Explosion of wagon tank	Monthly.
Mar. 28, 1917	John S. Murphy	Butte & Superior Co.—Mining	Lagging fell on him	Claim pending.
Mar. 19, 1917	Frank Dearro	Shield & Ironside—Mining	Caught in moving belt	Monthly.
May 17, 1916	Ed. Hughes	Butte & Superior Co.—Mining	Fall of ground	Claim pending.
Apr. 29, 1917	Wm. Timos	Nelson Coal Co.—Coal Mine	Head struck motor base	Claim pending.
May 23, 1917	James McCall	Barnes-King Dev. Co.—Mining	Fell into chute, smothered	Monthly.
May 30, 1917	M. Wagner	Butte & Superior Co.—Mining	Electrocuted	Monthly.
June 4, 1917	Calvin Hunter	Thos. Kline—Contractor	Struck by lightning	Claim pending.
June 7, 1917	George E. Hope	Butte & Superior Co.—Mining	Fell from tripper floor	Monthly.
June 8, 1917	Henry Ojala	Smokless & Sootless—Coal Mining	Run over by mine cars	Claim pending.

**INJURIES CLASSIFIED AS TO PART OF BODY AFFECTED.**  
 July 1st, 1915, to June 30th, 1917.

Part of Body Affected		NATURE OF INJURY		PLAN NO. 2
		Total	Unclassified	
Foot	.....	207	41	388
Leg	.....	189	59	340
Thigh	.....	20	1	38
Ankle	.....	43	6	170
Knee	.....	66	28	131
Hip	.....	58	6	82
Hand	.....	134	221	485
Thumb	.....	61	81	176
Wrist	.....	13	42	135
Forearm	.....	8	4	17
Arm	.....	70	49	194
Elbow	.....	15	10	34
Shoulder	.....	78	7	132
Finger	.....	287	371	824
Toes	.....	126	31	184
Clavicle	.....	15	3	18
Neck	.....	31	1	27
Chest	.....	86	1	38
Side	.....	131	9	288
Back	.....	24	79	135
Face	.....	74	323	399
Head	.....	3	20	33
Nose	.....	2	71	76
Forehead	.....	1	76	77
Scalp	.....	10	1	6
Skin	.....	62	56	79
Ribs	.....	35	14	22
Eye	.....	1	3	102
Hernia	.....	1	1	16
Unclassified	.....	1853	1610	5008
Internal	.....	164	470	5
		470	333	98
			62	5
			14	203
			11	6

**PLAN No.2**  
**COMPENSATION PAYMENTS CLASSIFIED AS TO**  
**DISABILITIES.**

**Disability.**

	<b>Total</b>
Temporary Total .....	\$ 57,369.66
Permanent Partial .....	17,648.99
Permanent Total .....	7,612.38
Fatal .....	26,744.77
Burial .....	3,750.00
Medical & Hospital .....	18,245.32
	<hr/> \$131,371.12

## SECOND ANNUAL REPORT

## COMPENSATION PAYMENTS CLASSIFIED AS TO INDUSTRY.

July 1st, 1915, to June 30th, 1917.

PLAN NO. 2.

INDUSTRY	Compensation	Medical	Hospital	Burial	Fatal	Total
Mining	\$37,877.08	\$ 1,507.80	\$ 248.95	\$1,800.00	\$10,489.38	\$ 51,923.21
Cabinet Work	163.34	75.50	.....	.....	.....	238.84
Grain Elevators &						
Breweries	1,279.16	1,025.14	149.26	75.00	3,380.00	5,908.56
Carpenter & Builders	5,484.92	2,434.70	312.60	.....	.....	8,232.22
Tank & Tower Const'n	34.29	142.50	11.50	.....	.....	188.29
Printing & Publishing	1,395.40	402.90	25.00	.....	.....	1,823.30
Plumbing	556.40	440.07	21.15	.....	.....	1,017.62
Foundries	481.52	354.52	25.00	.....	.....	860.67
Machine Shops	908.53	149.00	20.90	.....	.....	1,078.43
Logging	3,685.59	86.05	84.00	150.00	.....	4,005.64
Saw Mills	1,365.31	143.00	.....	.....	.....	1,508.31
Telephone & Telegraph	81.43	102.50	.....	.....	.....	183.93
Hot Flooring Composit'n	.....	.....	50.00	.....	.....	50.00
Sash & Door Factory	58.35	73.45	13.55	.....	.....	145.35
Well Drilling	10.00	.....	.....	150.00	80.00	240.00
Roofing	152.25	225.00	15.00	.....	.....	392.25
Painting, Exterior	212.25	123.00	25.00	.....	.....	360.25
Ice Harvesting	2,222.35	737.42	145.90	.....	.....	3,105.67
Brick Making	323.75	182.00	.....	.....	.....	505.75
Excavations	1,487.20	159.00	55.00	.....	.....	1,701.20
Creameries	658.50	359.50	21.00	.....	.....	1,039.00
Planing Mills	797.90	150.00	.....	.....	.....	947.90
Laundries	495.71	793.30	8.00	.....	.....	1,297.01
Grain Elevator Const'n	355.00	313.50	26.35	75.00	.....	769.85
Flour Mills	262.67	568.50	55.00	.....	.....	886.17
Candy & Cracker Mfg.	676.65	319.10	84.40	.....	.....	1,080.15
Bridge Work	1,289.89	172.40	89.90	.....	40.00	1,592.19
Coal Mines	7,589.59	431.80	53.55	525.00	3,120.24	11,720.18
Iron & Tin Metal Stamp.	101.00	41.72	50.28	.....	.....	193.00
Concrete Structures,						
Not Specified	341.29	100.00	16.50	.....	.....	457.79
Brickwork Construction	101.64	49.00	.....	.....	.....	150.64
Butcher Shops, Not						
Specified	.....	20.00	.....	.....	.....	20.00
Machinery Moving	195.75	22.50	.....	.....	.....	218.25
Road Work	22.50	54.50	15.80	75.00	1,339.00	1,506.80
Sheet Metal Works	.....	19.50	.....	.....	.....	19.50
Gravel Hauling	185.35	61.50	88.50	.....	.....	335.35
Sugar Factory	1,432.36	312.25	36.00	.....	.....	1,780.61
Unclassified	.....	69.48	.....	.....	.....	69.48
Glass Setting	.....	28.00	.....	.....	.....	28.00
Coal & Wood Yards,						
No Power	685.34	380.70	59.60	.....	.....	1,125.64
Soap Factory	20.00	32.00	.....	.....	.....	52.00
Food Stuffs, Work in...	81.50	138.50	.....	.....	.....	220.00
Concrete Work, Not						
Specified	246.73	95.00	8.15	.....	.....	349.88
Dams & Reservoirs,						
Construction	118.28	43.00	.....	.....	.....	161.28
Machinery Installing	.....	93.60	.....	150.00	2,470.15	93.60
Smelters	.....	.....	.....	.....	.....	2,620.15
Water Works, Operating	119.65	30.00	4.00	.....	.....	153.65
Moving Pictures	43.00	4.00	.....	.....	.....	47.00
Mattress Manufacturing	78.57	.....	.....	.....	.....	78.57
Blacksmith Shops	128.35	35.50	.....	.....	.....	163.85
Marble Works	.....	5.00	.....	.....	.....	5.00
Quarries, Operating	58.80	32.00	.....	.....	.....	90.80
Ry. Construction, Blast.	670.66	439.55	56.95	150.00	610.00	1,927.16
Heating Apparatus						
Installing	565.00	67.00	25.00	.....	.....	657.00
Logging Ry. Construct'n	29.03	16.67	33.33	.....	.....	79.03
Boot & Shoe Mfg.	.....	25.00	.....	.....	.....	25.00
Cheese Factory	.....	25.00	.....	.....	.....	25.00
Lime Kilns	5.00	5.00	.....	75.00	.....	75.00
Cellar Excavations	.....	.....	.....	.....	.....	10.00
Teaming & Transfer	1,699.49	441.00	119.50	.....	.....	2,259.99
Railway Construction	207.00	.....	.....	75.00	.....	282.00
Steam Thresher	17.14	75.00	.....	.....	.....	92.14
Lathing & Plastering	121.66	36.50	.....	.....	.....	158.16

## INDUSTRIAL ACCIDENT BOARD

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## COMPENSATION PAYMENTS CLASSIFIED AS TO INDUSTRY—Continued.

INDUSTRY	Compensation	Medical	Hospital	Burial	Fatal	Total
Coal & Wood Yards, With Power .....	424.77	385.00	65.90	150.00	3,316.00	4,341.67
Electric Power .....		3.75				3.75
Paving, Asphalt .....		5.00				5.00
Steam Heating .....		56.00		75.00	1,140.00	1,271.00
Slaughtering .....	700.37	284.45	30.05			1,014.87
Electrical Apparatus, Installing Inside .....	170.00	95.00	18.00			283.00
Milling Ore .....	171.65	13.00		150.00		334.65
Garage, with Power.....	616.52	669.50	4.00	75.00	760.00	2,125.02
Steel Frames, Construct.....	21.45	10.00				31.45
Stone Cutting .....	1.65	10.00				11.65
Textile Manufacturing.....	336.17	68.00	27.75			431.92
Electric Rys., Operating .....		14.00				14.00
Garages, No Power.....	78.75	40.00				118.75
Cement Manufacturing..	2,082.58	12.80				2,095.38
Gravel Pits, Operating..	610.00	53.75				663.75
Paper Hanging .....		10.00				10.00
Shingle Mills .....	39.00	12.00				51.00
Clay Products, Mfg.....	198.00					198.00
Bakeries .....		33.00				33.00
	\$82,631.03	\$16,045.00	\$2,200.32	\$3,750.00	\$26,744.77	\$131,371.12

## SECOND ANNUAL REPORT

SCHEDULE OF EMPLOYERS UNDER PLAN NUMBER TWO, WHO HAVE  
REPORTED ACCIDENTS AND COMPENSATION PAID.

July 1st, 1915, to June 30th, 1917.

Name and Address.	No. of Accidents	Compensation Paid
Ansonia Amusement Co., Butte, Moving Pict. Theatre....	1	\$.....
Allen & Garcia, Chicago, Metal Wks. ....	1	51.00
Advance-Rumley Thresher Co., Billings .....	7	.....
Amazon Dixie Mining Co., Wallace, Idaho .....	1	60.00
Anaconda Brewing Co., Anaconda .....	16	31.70
Atwater, Maxwell, W., Basin, Milling Ore .....	5	360.20
Angelica Mining & Devel. Co., Wickes .....	13	335.70
Anderson, E. L., Great Falls, Gen'l Contr. ....	3	91.65
Abel Bros. Co., Lewistown, Butcher Shop .....	3	725.00
Anaconda Ice Co., Anaconda .....	4	85.75
Alhambra Leasing Co., Alhambra, Mining .....	5	.....
Adams Heating & Plumbing Co., Helena .....	2	.....
American Brewing Co., Great Falls .....	6	25.80
Adler, Ernest, Hardin, Gen'l Contr. ....	1	38.35
Anaconda Laundry Co., Anaconda .....	2	.....
Aren, J., Lewistown Gen'l Contr. ....	1	.....
Anaconda Coal Co., Anaconda .....	1	.....
Ambrosetti, J. C., Butte, Gen'l Contr. ....	1	40.00
American Laundry Co., Kalispell .....	1	.....
Barnes-King Development Co., Kendall, Mining .....	77	5,827.45
Bielenberg & Higgins, Deer Lodge, Mining .....	4	264.50
Blake, Frank H., Butte, Mining .....	1	32.85
Bannack Gold Mining Co., Bannack .....	2	70.00
Benson, Carpenter Co., Helena, Trucking & Transfer. ....	2	145.58
Bear Creek Coal Co., Bear Creek, Coal Mining .....	36	2,592.59
Billings Foundry & Machine Co., Billings .....	6	.....
Billings Cabinet Co., Billings .....	4	195.00
Billings Traction Co., Billings, Street Ry .....	1	.....
Billings Sugar Co., Billings .....	38	435.49
Billings Gas Co., Billings .....	1	.....
Boston & Montana Develop. Co., Butte, Mining .....	6	5.71
The Bon Ton, Great Falls, Bakery .....	5	1.50
Boyd Brothers, Great Falls, Plumbing .....	5	206.70
Boorman Lumber Co., Fortine, Planing Mill .....	1	30.00
Bostrom, Chas., Southern Cross, Min'g .....	1	72.85
Eates & Rogers Construction Co., Spokane, Wash. ....	16	357.95
Butte & Superior Copper Mining Co., Butte .....	2301	15,844.14
Butte Brewing Co., Butte .....	5	20.00
Butte-Alex Scott Mining Co., Butte .....	13	122.85
Butte & Ballaklava Copper Mining Co., Butte .....	30	1,355.55
Butte & Great Falls Mining Co., Butte .....	1	.....
Butte Ice Co., Butte .....	14	654.75
Buchanan & Sons, Gilman, Contractors .....	1	115.75
Brooklyn Mining Co., Spokane, Wash .....	7	151.40
Butte Electric Supply Co., Butte Elec. Wiring .....	7	170.00
Billings Brewing Co., Billings .....	1	84.29
Berg Decorating Co., Billings Paint'g & Decorat. ....	1	1.57
Billings Lumber & Coal Co., Billings .....	1	.....
Brown Coal Co., Sand Coulee .....	5	463.45
Baird & Harper, Missoula, Lumber Operat. ....	6	352.00
Butte Tombstone Co., Butte .....	1	1.65
Barry Motor Co., Billings, Garage .....	5	1.65
Baker Transfer Co., Billings .....	2	72.75
Billings Utility Co., Billings, Hot Water Heating .....	1	1,140.00
Boston & Corbin Mining Co., Corbin .....	27	1,221.90
Billings Bench Water Ass'n, Billings Irrigation Wks. ....	3	14.60
D. J. Burke, Lewistown, Railway Contr. ....	7	.....
Butte & Zenith Mining Co., Butte .....	7	42.85
Barbo & McLeod, Butte, Planing Mill .....	1	51.65
Blain & Lindstrom, Helena, Gen'l Contr. ....	1	.....
Butte Central Mining Co., Butte .....	7	74.30
Butte Auto Co., Butte, Garage .....	4	50.00
Benton Milling & Elevator Co., Fort Benton .....	2	3.00
Bessett-Stork Co., Butte, Printing .....	2	.....
Black Eagle Carriage Works, Great Falls .....	3	360.00
Broadland, A., Butte, Gen'l Contr. ....	1	.....
Bird, C. E. & Co., Minneapolis, Grain Elev. Const. ....	6	390.00
Brotherthon Shingle Co., Haugan, Shingle Mill .....	3	39.00
Bonner Lumber Co., Deer Lodge, Lumber Yard .....	1	.....
Builders Brick Co., Butte .....	1	10.00
Brown Bros. Lumber Co., Helena .....	1	.....
Bradford, P. W., Great Falls, Gen'l Contr. ....	1	.....
Bennett, W. G., Helena, Painting & Decor. ....	1	380.00
Butte Sewer Pipe & Tile Co., Butte, Manufacturing .....	2	200.00
Benson, Ben, Helena, Gen'l Contr. ....	1	.....

**SCHEDULE OF EMPLOYERS UNDER PLAN NUMBER TWO, WHO HAVE  
REPORTED ACCIDENTS AND COMPENSATION PAID—Continued.**

July 1st, 1915, to June 30th, 1917.

Name and Address.	No. of Accidents	Compensation Paid
Blaise, E. O., Billings, Gen'l Contr.	1	240.00
Butte Machinery Co., Butte	2	.....
Basin Lumber Co., Lewistown	1	.....
Butte-Deer Lodge Mining Co., Butte	1	.....
Breitung & Co., Radersburg, Mining	1	120.00
Brown, George H., Bozeman, Logging	1	.....
Basin Salvage Co., Basin, Mining	1	120.00
Bozeman Milling Co., Bozeman	2	.....
Billings Laundry Co., Billings	2	.....
Butte Plumbing Co., Butte	1	23.30
Beaverhead Lumber Co., Dillon	2	.....
Beauliser & Wiles, Great Falls	1	.....
Bush & Wind, Omaha, Nebr.	1	.....
Cascade Garage, Great Falls	1	25.82
Clifton, Applegate & Co., Anaconda, Gen'l Contr.	51	1,833.40
Casey Candy Co., Butte	3	350.00
Calvert, G. B., Great Falls, General Contractor	1	5.00
Ca'rd Engineering Works, Helena, Foundry	2	41.66
Cascade Steam Laundry, Great Falls, Laundry	10	94.50
Carbon Coal Co., Sand Coulee	4	30.00
City Auto Co., Great Falls, Garage	6	.....
Cocks, J. E., Great Falls, Carpenter Shop	3	120.00
C. O. D. Steam Laundry, Butte	2	35.43
Crystal Ice Co., Great Falls, Ice harvesting	7	407.93
Cruse, Thos., Estate, Helena, Mining	3	190.00
Condon Bros., Babb, Irrigation Ditches	2	154.20
Cullen & McGinnis, Helena, Mining	1	12.84
Chronicle Publishing Co., Bozeman, Printing	4	7.00
Centennial Brewing Co., Butte	8	18.35
Collins Plumbing & Heating Co., Great Falls	15	.....
Carlson, C. J., Helena, Contr. & Builder	4	361.15
Cline, J. H., Polson, Flour Mill	1	9.90
Chinook Packing Co., Chinook	2	.....
Cole, C. R., Miles City Plumbing	1	141.67
Cooper, George R., Deborgia, Logging	2	27.14
Chicago Bridge & Iron Co., Ch.cago.	1	30.00
Copeland Lumber Co., Bozeman	1	17.30
Clearmen & Co., Miles City, Contractors	1	30.00
Conrad-Twigg Co., Helena, Mining	1	80.00
Cook, John S., Belt, Carpenter	1	100.00
Clark, Charles R., Great Falls, Tinsmith	3	10.00
Chapin, E. T., Spokane, Logging	1	.....
Carlson Chindahl Co., Dixon, Ry Const.	4	15.86
Ditty, Samuel C., Lewistown, General Contractor	4	83.35
Deer Lodge Lumber Co., Deer Lodge	2	.....
Davis Daly Copper Co., Butte, Mining	26	1,373.16
Dryburgh, John, Helena, Contr.	1	136.65
Denton, I. J., Gilman, Contr.	3	28.21
Dennison, James A., Great Falls, Painting	2	12.00
Dri, D., Plumbing & Heating Co., Livingston	2	51.43
Dixon, S. R., St. Ignatius, Steam Thresher	1	.....
Daly Co., John R., Missoula, Packing House	3	4.28
Donahoe Leasing Co., Butte, Mining	1	1.45
Donaldson, F. H., Helena, Mining	4	232.85
Downey, Jabex, Mission, Logging	2	404.28
Davis, C. F. Conrad, Laundry	1	36.65
De Marco, R. M., Great Falls, Tile and Marble Contr.	2	12.50
Domestic Steam Laundry, Lewistown	5	2.00
Downing Brick Co., Billings, Manufacturing	1	59.16
Dekay, Alfred B., Helena, Contractor	1	.....
Dunham Lumber Co., Terry	1	43.50
Daily Interlake, Kalispell, Printing & Pub.	1	6.00
Domestic Laundry, Helena	1	100.00
Edwards, B. F., Great Fals, Plastering Contr.	1	41.60
East Side Mining Co., Butte	9	254.05
Fred Elliot, Great Falls, Contr.	2	19.26
Elliston Lime Co., Elliston, Lime Kilns	1	.....
Empire Construction, Great Falls, Contr.	4	178.30
East Side Coal Co., Butte	2	17.00
Elsethagen, T. O., Columbia Falls, Logging	2	75.00
Eureka Bottling Works, Billings	75	1,179.91
F. Evans Contracting Co., Great Falls	.....	.....
Electric City Construction Co., Great Falls, Elec. Wiring	1	.....

## SECOND ANNUAL REPORT

SCHEDULE OF EMPLOYERS UNDER PLAN NUMBER TWO, WHO HAVE  
REPORTED ACCIDENTS AND COMPENSATION PAID—Continued.

July 1st, 1915, to June 30th, 1917.

Name and Address.	No. of Accidents	Compensa- tion Paid
Fromberg Bros., St. Paul, Gen'l Contr.	1	.....
Fergus County Democrat, Lewistown, Printing & Pub.	1	2.67
Forest, Lee, Great Falls, Machine Shop	4	37.65
Fagenstrom Bros., Billings, Contr.	1	180.00
Fowlis & Coulter, Lewistown, Contr.	4	290.00
Franklin Mining & Development Co., Helena	1	335.71
Foley, Francis, Billings, Carpenter & Builder	1	.....
Forsyth Steam Laundry, Forsyth	1	6.85
Fairfield Construction Co., Fairfield, Contr.	1	.....
Farmers Elevator Co., Judith Gap, Grain Elevator	1	1.67
Glendive Heating, Light & Power Co., Glendive	1	.....
Great Falls Meat Co., Great Falls, Butcher Shop	23	112.92
Great Falls Ice Co., Great Falls	10	377.85
Great Falls Lumber Co., Great Falls, Sash & Door Fact.	6	132.00
Wm. Groseclose, Helena, Roofing, Gravel Pit	5	908.30
Grover & Leuchars, Great Falls, Stone Cutting	5	58.80
Graham & Ross, Great Falls, Wood & Coal Yard	2	.....
Gagnon & Co., Billings, Contr.	8	181.65
Great Falls Iron Works, Great Falls, Foundry	8	68.00
Gates & Castellini, Livingston, Coal Docks	22	69.12
Gilbertson & Tanberg, Missoula, Contr.	3	.....
Gallatin Valley Milling Co., Belgrade	5	.....
Globe Construction Co., Livingston, Carpenter & Builder..	10	210.00
Gallatin Laundry Co., Bozeman	5	6.00
Gillie, J. M. & Anaconda C. M. C., Butte, Leaching Ore..	1	.....
Great Falls Sewer Pipe Co., Great Falls, Manufacturing..	2	9.24
Gray, W. R., Great Falls, Coal Yard	1	13.50
Great Western Sugar Co., Billings, Sugar Factory	68	1,846.07
A. Guthrie & Co., St. Paul, Ry. Construction	5	107.23
Goddard, C. C., Butte, Gen'l Contr.	12	.....
Garden City Brewery, Missoula	1	240.00
Great Falls Dairy Co., Great Falls	6	6.00
Great Falls Gas Co., Great Falls	2	150.00
Grant, Smith & Co., St. Paul, Ry. Construction	30	262.86
Goss, D. C., Butte, Contractor	4	63.34
Great Butte Copper Co., Butte, Mining	7	54.30
Gildford Tribune, Gildford, Printing & Pub.	1	.....
Garry Bros., & Gaffke Co., Bozeman, Grain Elev.	1	.....
Great Falls Glass & Paint Co., Great Falls, Painting	1	.....
Goodridge-Call Lumber Co., Great Falls, Retail Lbr.	3	40.00
Gooderberger, L. H., Butte Garage	2	.....
Greeley-Schmidt Elevator Co., Great Falls	1	.....
Gerrick & Gerrick Co., Seattle, Wash., Steel Struct.	1	.....
Helena Carriage Works, Helena	1	28.33
Hutchinson Lumber Co., Whitefish, Logging	4	.....
William Huhnerkock, Hedgesville, Steam Thresher	1	.....
Harper & Harper, Darby, Logging	6	527.15
Henningsen Produce Co., Butte, Dairy Products	15	626.30
W. T. Hogg & Co., Anaconda, Gen'l Contr.	3	161.67
Hooper Paint Co., Butte, Painting	1	.....
Hayden Bros., Gilman, Gen'l Contr.	1	51.75
Helena Ice Co., Helena	11	91.44
J. B. Heavlin Co., Lewistown, Tinsmithing	1	2.25
Hall Lumber Co., Butte	1	.....
Holmes, C. R., Troy, Logging	1	17.20
John Hartlin, Conrad, Laundry	1	40.00
Havre Brewing & Malting Co., Havre	3	31.65
Helena Montana Gold Mining Co., Helena	2	100.00
Haight, W. Livingston, Moving Pictures	1	3.00
Hindshaw, D., Great Falls, Gen'l Contr.	1	.....
Helena Fuel Co., Helena, Coal Yards	1	40.00
Hickok Construction Co., Minneapolis, Great Elev. Con.	1	.....
Hyer & Wheaton Co., Polson, Contracting	1	140.00
Humphrey, J. P., Great Falls, Contracting	1	.....
Havre Brick Co., Havre, Manufacturing	1	.....
Hellekson Lumber Co., Archer, Lumber Yard	1	200.00
Home Baking Co., Butte, Bakery	3	.....
Helena Light & Ry Co., Helena, Common Carrier	2	.....
Hager & Harris, Bozeman, Quarry	2	.....
Higgins & McDonald, Polson, Ry. Contr.	1	.....
Isaacs, S. D., Nyack, Polson	3	41.65
Imperial Elevator Co., Saco, Grain Elevator	3	5.15
International Coal Co., Bearcreek	8	400.95
Iona Baking Co., Butte, Bakery	1	.....

SCHEDULE OF EMPLOYERS UNDER PLAN NUMBER TWO, WHO HAVE  
REPORTED ACCIDENTS AND COMPENSATION PAID—Continued.

July 1st, 1915, to June 30th, 1917.

Name and Address.	No. of Accidents	Compensa-tion Paid
Independent Publishing Co., Helena .....	4	.....
Independent Printing Co., Miles City .....	1	440.00
Independent Coal Co., Butte .....	1	.....
International Milling Co., Townsend, Flour Mill .....	1	.....
Investors Co., Sheridan, Mining .....	3	32.86
Ideal Laundry, Great Falls .....	1	.....
Judith Steam Laundry, Lewistown .....	1	.....
Jacoby, Frank & Son, Helena, Contractor .....	1	2.00
Jones Transfer Co., Butte, Teamings & Trans. ....	8	70.05
Johnson Grain Co., Conrad, Grain Elevator .....	1	146.50
Jennison Light & Power Co., Fairview .....	1	.....
Jennison Coal Mining Co., Fairview .....	5	59.30
Jarl, C. O., Great Falls, General Contractor .....	7	105.15
Johnson, A., Jr. & Co., St. Paul, Ry Contractors .....	1	185.00
Johnson, C. A., Great Falls, General Contractor .....	3	.....
Jacobson Plumbing & Heating Co., Billings .....	1	.....
Julia Mining Co., Helena .....	1	.....
Jordon, A. L. Lumber Co., Columbia Falls, Planing Mill .....	2	.....
Johnson, Louis, Helena, Contractor .....	2	.....
Jennison Ice Co., Livingston, Ice Harvesting .....	1	40.00
Knapp Transfer Co., Kalispell .....	1	7.50
Kessler Brewing Co., Helena .....	3	3,430.00
Kain & Co., Lewistown, Plumbing .....	2	57.00
Keating Gold Mining Co., Radersburg .....	11	161.45
Kalispell Iron Works, Kalispell, Foundry .....	1	48.33
Kendall Mines Lease, Kendall .....	7	638.40
Kroffganz & Frank, Butte, Gen'l Contractors .....	2	58.20
Kendall Gold Mining Co., Kendall .....	4	314.30
Kenkel, Condon & Leadbetter, Niehart, Mining .....	1	80.00
Kentucky Liquor Co., Butte .....	4	.....
Kain & Platt (Motor Inn Garage) Billings .....	3	790.00
Kalispell Lumber Co., Kalispell, Saw Mill .....	9	160.15
Kraatz & Ringer, Great Falls, Contractors .....	1	.....
Kerrick Construction Co., Lambert, Gen'l Contractors .....	4	120.00
Kieburtz & Smith, Butte, Gen'l Contractors .....	4	.....
Knap Co., Bozeman, Butcher Shop .....	1	.....
Kinney & Kinney, Clyde Park, Lumber Manufacturing .....	1	.....
Koopman & Weissbrot, Missoula Butcher Shop .....	1	.....
Kline, Charles, Great Falls, Gen'l Contractor .....	2	.....
King, J. J., Southern Cross, Mining .....	2	60.00
Krueger, Fred, Miles City, Machine Shop .....	1	80.00
Keyes Bros., Bozeman, Gen'l Contractor .....	1	40.00
Liegland & Kleppe, Great Falls, General Contractor .....	5	60.00
Lease & Richards, Great Falls, Gen'l Contractors .....	2	10.00
Lewistown Auto Co., Lewistown, Machine Shop .....	2	8.75
Lord Construction Co., Hamilton, Contracting .....	2	465.58
Lincoln Log & Lumber Co., Fortine, Logging .....	6	677.50
Lebert, John J., Kalispell, Ice Dealer .....	2	30.23
Lewistown Brewing Co., Lewistown .....	2	75.00
Libby Lumber Co., Libby Lumber Yards .....	3	73.61
Luna Park Amusement Co., Butte, Elec. Amusements .....	1	.....
Lewistown Brick Co., Lewistown, Manufacturing .....	5	8.35
Louis Lehrkind, Bozeman, Brewery .....	1	10.00
Lewistown Sand Co., Lewistown .....	2	.....
Latham, John, Sand Coulee, Coal Mining .....	1	.....
Lunn, George, Helena, Paper Hanging .....	1	185.00
Logan & Mullison, Billings, Cabinet Making .....	1	23.34
Lockridge, Dayton, Stevensville, Teamings & Transfer .....	1	.....
Lakeside Bridge & Steel Co., No. Milwaukee, Wis., Dams .....	1	2.86
Metcalf, E. L., Missoula Sheet Metal Works .....	1	40.00
Two Miracle Concrete Corporation, Great Falls Const. ....	2	141.00
Montana Coal & Lumber Co., Lewistown .....	7	94.05
Montana Flour Mills Co., Lewistown & Harlowtown .....	38	106.54
Minter, Gus G., Great Falls, Sheet Metal Works .....	1	.....
Milton Denny Co., Nyack, Logging .....	6	44.35
Mount Fleece Timber Co., Butte, Timber Cutting .....	38	271.45
Montana Iron Works, Butte, Foundry .....	4	103.35
Mondamin Mining Co., Philipsburg, Mining .....	2	720.00
Murphy Print, Butte, Printing & Pub. ....	1	873.21
Montana Sash & Door Co., Billings .....	2	43.35
Montana Brewery Co., Great Falls .....	9	60.00
Milk River Coal Co., Chinook, Coal Mine .....	3	61.20
Missoula Mercantile Co., Missoula, Grain Elevator .....	1	40.00

## SECOND ANNUAL REPORT

SCHEDULE OF EMPLOYERS UNDER PLAN NUMBER TWO, WHO HAVE  
REPORTED ACCIDENTS AND COMPENSATION PAID—Continued.

July 1st, 1915, to June 30th, 1917.

Name and Address.	No. of Accidents	Compensa- tion Paid
Montana Mattress Co., Butte .....	5	94.24
Motor Car Distributing Co., Butte, Garage .....	3	6.85
Maney, Pat, Chinook, Transfer .....	2	16.35
Montana Transfer Co., Butte .....	4	20.00
Montana Dairy Co., Butte, Creamery .....	3	2.85
Mann Lumber Co., Henderson, Logging .....	26	1,064.84
Mines Development Co., Butte, Mining .....	1	.....
Madden, I. G., Roundup, Garage .....	1	115.70
Montana Auto Suppl' Co., Dillon, Garage .....	4	2.85
Montana Petroleum Co., Baker, Well Drilling .....	1	.....
Miller, C. L., Butte, Glass Setting .....	1	.....
Moncrieff, Robert, Butte, Gen'l Contractor .....	1	.....
Mullin, A. H., Butte, Gen'l Contractor .....	1	33.35
Montana Auto & Garage Co., Butte .....	7	43.32
Montana Elevator Co., Lewistown, Grain Elev. ....	5	49.00
Montana Commission Co., Glendive, Butcher Shop .....	2	.....
Moore Telephone & Tel. Co., Moore .....	1	81.43
Missoula Iron Works, Missoula, Foundry .....	1	31.00
Montana Motor Co., Missoula, Garage .....	.....	17.10
Midland Coal & Lumber Co., Miles City .....	2	36.75
Montana Reliance Gold Mining Co., Butte .....	1	50.00
Montana Central Elevator Co., Minneapolis .....	1	.....
Mauer & Young, Great Falls, Gen'l Contractor .....	1	.....
Mines Operating Co., Butte, Mining .....	3	5.70
Martin, Minor T., Lewistown, Carpenter .....	1	120.00
Mountain States Oil Co., Butte, Well Drilling .....	1	80.00
Missoula Creamery Co., Missoula .....	1	23.35
Milner, J. C., Lewistown, Teaming & Transfer .....	1	.....
Muller, F. J., Anaconda, Laundry .....	1	.....
McElvoy Plumbing & Heating Co., Billings .....	1	39.00
McLane, John, Eureka, Logging .....	3	.....
McKee Printing Co., Butte .....	6	9.00
McQueeny Transfer Co., Butte .....	3	161.65
McDonald, W. R., Roundup, Butcher Shop .....	3	15.70
McGregor & Co., Lambert, Ry. Construction .....	5	570.00
McCabe Hacker Co., Kalispell, Lumber Operations .....	1	155.04
McElroy & Holden, Billings, Gen'l Contractors .....	2	142.50
McCullough & Cheney, Minneapolis, Gen'l Contractors .....	7	116.50
McNamara & Marlow, Big Sandy, Flour Mills .....	1	43.32
Northern Flax Fibre Co., Conrad, Flax Mills .....	1	.....
Newton, L. C., Wicks, Mining .....	5	335.65
National Laundry Co., Great Falls .....	1	.....
National Coal Co., Sand Coulee .....	1	37.28
New Mines Sapphire Syndicate, Utica, Mining .....	3	1,536.65
Nelson Coal Co., Sand Coulee, Coal Mining .....	4	.....
Nelson, E., Missoula, Gen'l Contractor .....	19	4,966.55
Newland, Thomas, Newland, Gen'l Contractor .....	1	113.33
North Western Mill Construction Co., Billings .....	2	.....
Nelson & Pederson, Butte, Gen'l Contractors .....	10	437.44
Nilson & Smith, Great Falls, Gen'l Contractors .....	13	862.90
North West Coal Co., Butte .....	10	1,381.50
Ness, Thieson Construction Co., Great Falls, Gen'l Cont. ....	11	394.30
New Method Laundry Co., Butte, Laundry .....	6	271.65
North Western Motor Sales Co., Butte, Garage .....	11	16.00
National Biscuit Co., Helena, Cracker Factory .....	2	158.30
North Western Engineering Co., Helena, Contractors .....	10	65.00
National Tungsten & Silver Co., Boston, Mass., Mining .....	2	37.30
Nelson, N. P., Miles City, Contractor .....	2	3,388.85
North Drilling Co., Billings .....	1	.....
Olson & Johnson, Missoula, Gen'l Contractors .....	1	.....
O'Rourke Shoe Co., Butte, Manufacturing .....	1	24.30
O'Connor, James, Malta, Gen'l Contractor .....	1	.....
O'Farrel, J. I., Butte Mining .....	2	.....
Oates & Roberts, Butte, Printing & Pub. ....	1	120.00
Occident Elevator Co., Minneapolis, Grain Elev. ....	1	50.00
Original Bannack Mining Co., Bannack, Mining .....	1	82.35
Peoples Ice Co., Great Falls, Ice Harvesting .....	1	25.70
Pilot Butte Mining Co., Butte .....	19	391.45
Power City Oil & Gas Co., Great Falls, Well Drilling .....	9	320.05
Pierson, Oscar, Trego, Gen'l Contractor .....	1	15.71
Prentice Auto Co., Great Falls, Garage .....	2	.....
Perry & Co., Chas T., Helena, Soap Factory .....	2	.....
Perham & Riley, Butte, Garage .....	1	70.00
Pioneer Placer Mining Co., Deer Lodge .....	1	20.00

SCHEDULE OF EMPLOYERS UNDER PLAN NUMBER TWO, WHO HAVE  
REPORTED ACCIDENTS AND COMPENSATION PAID—Continued.

July 1st, 1915, to June 30th, 1917.

Name and Address.	No. of Accidents	Compensa-tion Paid
Paxton Auto Co., Missoula Garage .....	1	.....
Pue, G. D. (South Side Coal Co.), Butte .....	1	93.30
Power, T. C. & Co., Helena, Grain Elevator .....	1	40.00
Pondera Valley Auto Co., Conrad, Garage .....	2	18.35
Pappin & Son, Great Falls, Gen'l Contractor .....	1	.....
Pifer & Mackin, Larimore, N. D., Ice Harvesting .....	2	12.50
Purity Bread Co., Billings, Bakery .....	1	.....
Russel-Miller Milling Co., Billings .....	4	57.12
Rugby Elevator Co., Williston, N. D., Grain Elev.	1	.....
Reid, Thomas, Dayton, Steam Thresher .....	1	17.14
Rocky Mountain Elevator Co., Great Falls, Grain Elev. ....	4	29.00
Roundup Garage, Roundup .....	1	890.18
Ruby Gulch Mining Co., Whitcomb .....	8	1,364.64
Ryniker-Winter Sheet Metal Works, Billings .....	3	.....
Rohn, M. F. Teaming Co., Butte .....	1	547.45
Roe-James Glass Co., Great Falls, Glass Setting .....	1	.....
Royal Exploration Co., Chicago, Mining .....	9	568.35
Ripple Mining Co., Neihart, Mining .....	1	.....
Rogers, Templeton Co., Great Falls, Lumber Yards .....	4	85.50
Rudolph, Frank, Great Falls, Ice Harvesting .....	2	28.10
Royal Milling Co., Great Falls, Flour Mills .....	16	136.65
Rude & Searles, Great Falls, Gen'l Contractor .....	4	.....
Russell, T. E., Hoffman, Saw Mill .....	1	74.25
Rodgers, Myron K., Basin, Mining & Milling .....	4	.....
Robertson, William, Butte, Building Contractor .....	1	145.00
Riglet Tramway Co., Marysville, Installing Machinery .....	1	120.00
Rhoedes, Printing Co., Glasgow, Printing & Publishing .....	1	.....
Revenue Consolidated Mining Co., Butte .....	2	84.30
Robinson Furniture Co., Kalispell .....	2	.....
Scratch Gravel Gold Mining Co., Helena .....	8	66.55
Sparrow, C. W. Anaconda, Painting .....	1	80.00
Smokeless & Sootless Coal Co., Washoe .....	15	266.35
Seerie, Edward Co., Billings, General Contractors .....	8	10.50
Sawyer, J. M., Miles City, Cement Contractor .....	3	779.00
Seek, J. F., Nyack, Logging .....	2	174.30
Schumaker, F. M., Missoula, Mining .....	1	.....
Symons, L. M., Missoula, Painting .....	4	118.58
St. Paul & Montana Mining Co., Maiden .....	6	508.60
Sturrock, John, Helena, Plumbing .....	1	8.57
Shields & Ironsides, Butte, Mining & Milling .....	6	2,473.53
Staunton & Smith, Lewistown, General Contractors .....	16	7.67
Silverman & Wilde, Southern Cross, M'ning .....	1	67.15
Strain Realty Co., Great Falls, Gen'l Contractors .....	2	40.00
Schwiers, J. F., Kalispell, Garage .....	1	2.00
Salvador Leasing Co., Butte, Mining .....	1	.....
Smith & Lynch, Butte, Garage .....	1	.....
Smith, J. K., Helena, Contractor, Plastering .....	1	90.00
Schierts & Reis, Helena, Grain & Feed Store .....	2	.....
Spieth, Wm., Livingston, Electrical Contractor .....	2	.....
Smith & Poland, Pony, Mining .....	1	.....
South Side Plumbing Co., Butte .....	2	.....
Montana Motor Co., Missoula, Garage .....	1	.....
Streets, B. R., Helena, Painting .....	1	.....
Sherwood & Duggan, Great Falls, Contracting .....	1	.....
Stanton, Brace, Lewistown, Planing Mill .....	1	180.00
Steele, Wm., Great Falls, Contractor .....	1	35.00
Sprague Brothers, Glasgow, Gen'l Contractors .....	1	.....
Seebod & Thomas, Billings, Building Contractors .....	2	88.25
Snell, Louis, Butte Blacksmith Shop .....	1	48.35
Schwartz, S. C., Great Falls, Gen'l Contractor .....	2	.....
Sworder, Wm., Livingston, Gen'l Contractor .....	1	.....
Smith, Hedley F., Helena, Carpenter & Builder .....	1	.....
Smith & Falkner, Kalispell, Teaming & Transfer .....	1	30.00
Silver Bow Land & Improvement Co., Butte, Gen'l Contr. ....	1	.....
Snell Bros., Miles City, Grain Elevator .....	2	2.35
Snow Storms Mines Co., Troy, Mining .....	55	913.80
South Butte Coal Co., Butte .....	1	.....
Scoville, John C., Meaderville, Laundry .....	1	.....
Sullivan's Bakery, Lewistown, Bakery .....	1	60.00
Stevens & Huffer, Livingston, Garage .....	1	.....
Story Motor Supply Co., Bozeman, Garage .....	1	.....
Schumacker Meat Co., Butte, Butcher Shop .....	1	.....
Schmidt, Henry, Glendive, Butcher Shop .....	1	.....
Sherwood Co., Great Falls, Sewer Construction .....	2	.....

## SECOND ANNUAL REPORT

SCHEDULE OF EMPLOYERS UNDER PLAN NUMBER TWO, WHO HAVE  
REPORTED ACCIDENTS AND COMPENSATION PAID—Continued.

July 1st, 1915, to June 30th, 1917.

Name and Address.	No. of Accidents	Compensation Paid
Todd & Kelly, Great Falls, Coal & Wood Yards .....	1	55.50
Templeton Leasing Co., Butte, Mining .....	3	175.25
Tucker, Hastie & Manley, Meaderville, Precipitation Plant. ....	1	.....
Tuolumne Mining Co., Butte, Mining .....	28	1,024.46
Three Forks Portland Cement Co., Trident, Manufacturing .....	25	1,906.93
Tribune, The Great Falls, Printing & Publishing .....	7	12.85
Teton Co-operative Reservoir Co., Helena .....	2	.....
Thompson, H. G. Lumber Co., Malta .....	3	.....
Tarr, C. E., Billings, Ice Harvesting .....	1	.....
Towers & Templeton Leasing Co., Marysville Cyanide Plant. ....	4	151.65
Thompson Co., Lewistown, Gen'l Contractor .....	7	18.57
Taylor Laundry Co., Butte, Laundry .....	8	152.00
Tarbox Mining Co., Butte, Mining .....	1	40.00
Twohy Brothers Co., Portland, Ore., Contracting .....	3	.....
Unique Cleaning Co., Butte .....	2	.....
United States Bridge Co., Great Falls .....	3	.....
United States Gypsum Co., Great Falls, Milling .....	7	180.88
Union Butte Carriage Works, Butte, Carriage Wks. ....	2	66.75
Van Blaricom, David, Missoula, Coal Docks .....	2	3,347.50
Veach Co., Billings, General Contractors .....	5	25.00
Victor Commercial Co., Victor, Grain Elevator .....	1	18.75
Van Gorder Construction Co., Great Falls, Gen'l Contr. ....	10	441.06
Veseth, Ole, Malta, Carpenter & Builder .....	1	1.66
Weston, C. J., Miles City, Building Contractor .....	1	13.33
Webb, M. B., Eureka, Logging .....	1	.....
Western Clay Manufacturing Co., Helena .....	14	198.00
Wilbur, S. R. Transfer Co., Great Falls .....	10	60.00
Washington & Montana Coal Co., Chimney Rock, ....	2	816.65
Westgate, Thomas A., Butte, Building Contractor .....	2	241.65
West Coast Construction Co., Seattle Wash., Gen'l Contr. ....	2	.....
Western Smelting & Power Co., Cooke City, Smelter .....	2	.....
Wilkinson Lumber Co., Miles City, Lumber Yards .....	1	58.50
Wells, J. A., Great Falls, Gen'l Contractor .....	1	.....
Western Auto Supply Co., Helena, Garage .....	2	78.58
Wood & Stafford, Great Falls, Machine Shop .....	3	.....
Widdowson, Carl, Belton, Logging .....	1	12.00
Wahl, L. C., Forsyth, Gen'l Contractor .....	1	13.33
Whitehall Auto Service Co., Whitehall, Garage .....	1	21.25
Yale & Regan, Gilman, Gen'l Contractors .....	1	.....
York Mining Co., York .....	2	1,343.35
Yellowstone Lumber Co., Miles City .....	2	.....
Advance Rumley Company .....	1	.....
Carlson, M .....	1	.....
Florence Steam Laundry .....	1	34.60
First Security Company .....	2	.....
Grady, J. P. & Co. ....	1	1
Groger-Robinson Lumber Company .....	1	.....
General Railway Signal Company .....	1	.....
Helena Dairy Products Company .....	1	.....
Hill, Wm. F. ....	5	.....
Independent Laundry Company .....	1	.....
Laramie Construction Company .....	1	.....
Ohland, H. C. ....	1	40.00
Purdy, Edw. F. ....	1	.....
Patterson Garage .....	1	.....
Parker Brothers Company .....	1	.....
Roehl, E. R. ....	1	.....
Ross, L. S. ....	1	.....
State Nursery & Seed Company .....	1	.....
Three Forks Milling Company .....	2	.....
Tidewater Investment Company .....	1	.....
Valley Meat Market .....	2	30.00
White, Roland J. ....	1	.....
Wendell-Cameron Monument Co. ....	1	.....
		\$105,774.74

**FATAL ACCIDENTS CLASSIFIED AS TO INDUSTRY.**  
**PLAN No. 3**

July 1st, 1915, to June 30th, 1917.

## Industry.

Mining	6
Milling Ore	1
Road Work	2
Railway Construction	5
Coal Mines	3
Logging & Lumber	1
Bridge Building	3
General Contractors	1
	—
	22

**SUMMARY OF ALL ACCIDENTS CLASSIFIED AS TO  
INDUSTRY.**

## Disabilities.

	Number
Temporary Total	659
Permanent Partial	21
Fatal	22
	—
	702

## SECOND ANNUAL REPORT

## ACCIDENTS CAUSING TEMPORARY TOTAL DISABILITY.

(Classified as to Industry and Nature of Injury)

From July 1st, 1915, to June 30th, 1917.

PLAN NO. 3.

INDUSTRIES	NATURE OF INJURY										Totals	
	Injured	Eyes	1	2	3	4	5	6	7	8		
Logging											45	
Tunnel Work											20	
Sidewalks, Concrete											18	
Mining											81	
Paving, Asphalt											14	
Carpenters & Builders											56	
Water Works, Operat.											10	
Sewer Construction Over 7 Feet	1	4									6	
Concrete Work, Not Specified	1	3	5	1						1	3	
Road Work	12	8	17	5				1	3		46	
Planing Mills				1							1	
Sewer Construction, Maximum 7 Feet	2	1	2								6	
Plumbing	1			2							3	
Iron & Steel Frames	1	1	1								3	
Lathe & Plastering	1	1	1	1							4	
Bridge Work	6	9	10	2	1			1		2	32	
Gravel Hauling		1	1	1							3	
Grain Elevators & Breweries	1	3							1		6	
Milling Ore		1			4	1			1		12	
Teaming	5									1	1	
Coal Mining	12	32	20	4				5	2		77	
Firemen	1	3	2	2						1	9	
Laundries		1					1	1			3	
Telephone & Telegraph, Operating & Maint.		1									1	
Saw Mills			4							1	5	
Printing & Publishing	2		1	1	1						2	
Roadwork, Blasting	1	1									1	
Machine Shops		1									1	
Railway Construction	12	56	36	10	1		4	7	1	2	130	
Quarries									1		1	
Excavations	1	3	3	1	1						10	
Clay Products Mfg.	1								1		3	
Brick Work	1	2		1							1	
Stone Crushing	2	1	1	1					1		6	
Electric Power											1	
Stone Work				1							1	
Lime Kilns		1									1	
Dams & Reservoirs, Construction	1			2							3	
House Wrecking			1								1	
Steam Heating		1		1	3						4	
Janitors, etc.				1							1	
Ice Harvesting					1						1	
Blacksmith Shops		1									1	
Flour Mills								1			2	
Lumber Yards	1	1									1	
Sugar Factories	1										1	
Garages, No Power	1										1	
Water Works, Const'n	1										1	
<b>TOTALS</b>	97	217	171	69	10	1	22	28	3	21	20	659

**INDUSTRIAL ACCIDENT BOARD**

145

## **ACCIDENTS CAUSING PERMANENT PARTIAL DISABILITY.**

**(Classified as to Industry and Part of Body Affected)**

From July 1st, 1915, to June 30th, 1917.

PLAN NO. 3.

## INDUSTRIES

	LOSS OF						Total
INDUSTRIES	Eye	Great Toe	One Other Toe	Two or More Fingers	Two or More Fingers, 1st	One Other Finger	One Other Finger, Entire
Tunnel Construction .....				1	1		
Bridge Work .....				1	1		
Sewer Construction .....				1	1		
Grain Elevators .....					1	1	
Concrete Structures .....						1	
Carpenters & Builders .....						1	
Mining .....							1
Coal Mines .....							1
Road Work .....							1
Railway Construction, Blasting .....						1	
Saw Mills .....						1	
Teaming & Transfer .....						1	
Planing Mills .....						1	
<b>TOTALS</b> .....				1	2	4	21

## SECOND ANNUAL REPORT

## INJURIES CLASSIFIED AS TO PART OF BODY AFFECTED.

July 1st, 1915, to June 30th, 1917.

PLAN NO. 3.

Part of Body Affected	NATURE OF INJURY										Total
	Bruise	Cut	Puncture	Sprain	Fracture	Dislocation	Amputation	Burn	Infection	Unclassified	
Foot	46	11	25	1	4	1	...	...	1	1	90
Leg	32	10	3	6	22	...	...	2	5	...	80
Thigh	1	...	...	5	4	2	...	...	...	...	12
Ankle	6	1	...	13	1	...	...	...	...	...	21
Knee	16	3	1	3	2	2	...	...	...	...	25
Hip	12	...	...	3	2	...	...	...	...	...	17
Hand	10	15	4	1	2	...	1	11	...	...	54
Thumb	12	10	1	3	5	1	...	1	...	...	30
Wrist	1	4	...	1	1	...	...	...	...	...	10
Forearm	...	...	1	...	...	...	...	3	1	...	1
Arm	9	3	...	2	12	...	...	...	1	...	30
Elbow	...	...	...	1	1	...	...	...	1	...	3
Shoulder	18	1	...	4	3	4	...	1	2	...	31
Finger	27	23	2	...	8	3	12	2	7	1	85
Toes	13	3	2	...	3	3	1	...	2	...	25
Clavicle	...	...	...	...	3	...	...	...	...	...	3
Neck	1	...	...	...	...	...	...	...	...	...	5
Chest	5	...	...	1	...	...	...	...	...	...	12
Side	11	...	...	...	1	...	...	...	...	...	23
Back	26	3	...	26	1	...	...	9	...	...	40
Face	7	6	...	...	...	...	...	...	...	...	6
Head	16	24	...	...	3	...	...	...	1	...	18
Nose	...	1	...	...	...	...	...	...	...	...	3
Forehead	1	5	...	...	...	...	...	...	...	...	22
Scalp	...	18	...	...	...	3	...	...	...	...	39
Skull	...	...	...	...	...	22	...	5	...	...	3
Ribs	...	...	...	...	...	...	...	...	...	...	18
Eye	12	12	2	...	...	...	...	...	2	...	2
Hernia	...	9	7	...	...	...	...	...	...	...	1
Unclassified	...	1	...	...	...	...	...	...	...	...	2
Internal	...	...	...	...	...	...	...	...	...	...	...
	292	160	41	70	100	12	14	38	34	10	771

## DETAIL OF FATAL ACCIDENTS

From June 30, 1916, to July 1st, 1917.

PLAN NO. 3.

Date of Accident	Name of Deceased	Employer and Industry	Cause of Death	Award
July 31, 1916.	Albert Haas.	Helena Mining Bureau—Mining	Fell down 50 foot shaft with car.....	No Dep.
July 28,	Herbert L. Wiggins.	Big Horn County—Road Work	Struck by lightning.....	Claim Pend.
July 14, 1916.	John Smith.	A. Guthrie & Co.—Ry. Const.	Run over by car.....	No Dep.
July 1, 1916.	Joseph McIlhange.	A. Guthrie & Co.—Ry. Const.	Pile driver, hammer burst.....	No Dep.
Aug. 18, 1916.	Webster Elmenbaugh.	Bear Creek Coal Co.—Coal Mine	Run over by car.....	Claim Pend.
Aug. 18, 1916.	Wm. Gordon.	Mineral County—Road Work	Premature blast on road.....	No Dep.
Aug. 4, 1916.	Archie Delong.	Economy Mines Co.—Mining	Caught in belt.....	\$3,350.00
Oct. 7, 1916.	John Abramovich.	Boston & Mont. Dev. Co.—Mining	Ground caved on him.....	Claim Pend.
Nov. 6, 1916.	Martie Miga.	R. E. Russell—Logging	Lodged tree fell on him.....	Claim Pend.
Dec. 6, 1916.	John Zeitz.	Gen. Contr.	Cave in of ditch. Suffocation.....	No Dep.
Jan. 6, 1917.	J. W. Kiley.	A. Guthrie & Co.—Ry. Const.	Hit by chain which broke.....	\$2,651.10
Jan. 23, 1917.	R. P. Benjamin.	Bi-Metal Co.—Mining	Caught between cars .....	\$3,414.56
Feb. 22, 1917.	Frank Kenney.	Gr. Smith & Co.—R. R. Contr.	Committed suicide .....	None
Mar. 31, 1917.	John C. Tenny.	G. W. Merle Coal Co.—Coal Mine	Caught under runaway cars .....	\$3,350.00
Mar. 23, 1917.	Jackson C. Keller.	Cascade County—Bridge Bldg.	Fell from bridge.....	No Dep.
May 22, 1917.	John Williams (Clifford S.)	Bearcreek Coal Co.—Coal Mine	Struck by runaway cars	No Dep.
May 28, 1917.	John W. Strohecker.	Pitt Cop. Mfg. Co.—Mining	Caught in revolving shaft.....	Claim Pend.
May 29, 1917.	Patrick O'Donnell.	A. Guthrie & Co.—Ry. Const.	Caught by land slide.....	.....
June 10, 1917.	Max Husta.	Security Bridge Co.—Bridge Bldg.	False work fell in river. Drowned .....	.....
June 10, 1917.	A. G. Kincaid.	Security Bridge Co.—Bridge Bldg.	False work fell in river. Drowned .....	.....

## DETAIL OF PARTIAL PERMANENT DISABILITIES.

From June 30th, 1916, to July 1st, 1917.

## PLAN NO. 3.

## SECOND ANNUAL REPORT

Date of Accident	Name of Injured	Employer and Industry	Nature of Injury	Cause of Injury	Award
July 24, 1915.	John L. Taylor....Olson & Johnson—Gen Cont.....Amp. 2 & 3 fingers at distal jt., left hand.....	Guthrie, McGougall—Gen. Contr....Amp. 2 phalanges of index finger, left hand.....	Caught hand in cable of mixer.....Caught hand on fly.....	\$ 90.00.....\$ 148.86	
July 7, 1915.	Harry Koehler....Guthrie, McGougall—Gen. Cont....Amp. 2nd jt., index finger, right hand.....	Caught hand in cog wheel.....	Caught hand in cog wheel.....	148.86	
Nov. 21, 1915.	Elton Gates.....Indep. Contr. Co.—Gen. Cont.....Amp. 2nd jt., index finger, right hand.....	Caught hand in feed roller.....	Caught hand in feed roller.....	608.42	
Nov. 13, 1915.	C. B. Smith.....Moecasin Elev. Co.—Gr. Constr....Amp. index & middle fingers, right hand.....	Pile driver hammer ring finger at 2nd jt., thumb left hand.....	Pile driver hammer ring finger at 2nd jt., thumb left hand.....	81.00	
Nov. 13, 1915.	L. M. Chambers, Security Bridge Co.—Br. Constr....Amp. 2 & 3 fingers at 2nd jt., right hand.....	Dropped on hand.....	Dropped on hand.....		
Dec. 8, 1915.	Elsworth Space...E. L. Olson—Gen. Contr.....Loss of right eye.....	Piece of steel flew in eye.....	Piece of steel flew in eye.....	\$61.00	
Apr. 13, 1916.	George Jesse....Lucian Eaves, Lessee—Mining.....Loss of use of right hand.....	Dropped machine on hand.....	Dropped machine on hand.....	90.00	
July 17, 1916.	Alois H. Coover...Bear Cr. Coal Co.—Coal Mine.....Amp. 1st jt., 4th finger, right hand.....	Fall of ground.....	Fall of ground.....	30.00	
Aug. 29, 1916.	C. W. Dunbar....A. H. Brew—Coal Mine.....Amp. 3rd finger, 1st jt., right hand.....	Jammed between car and timber.....	Jammed between car and timber.....	50.00	
Oct. 27, 1916.	Fred Simpson.....Independent Con. Co.—Gen Contr....Amp. little toe on right foot.....Angle iron struck foot.....	Angle iron struck foot.....	Angle iron struck foot.....		No Award
Nov. 10, 1916.	William O'Brien...A. Guthrie & Co.—R. R. Contr....Amp. 1st jt., 2nd and 3rd fingers, right hand.....	Caught hand between post and piling.....	Caught hand between post and piling.....	72.83	
Dec. 18, 1916.	Joseph A. Burns, Economy Mines Co.—Mining.....Amp. 1st jt., little finger, left hand.....	Left Meat cleaver shipped and cut finger.....	Left Meat cleaver shipped and cut finger.....	30.00	
Sept. 20, 1916.	Fred Mambach....August Mining Co.—Mining.....Loss of left eye.....	Piece of steel flew in eye.....	Piece of steel flew in eye.....	890.00	
Dec. 21, 1916.	E. C. Fullerton....Marquardt Bros. Lbr.—Lumber Co.—Gen. Contr....Amp. 2nd jt., 3rd finger, left hand.....	While oiling caught hand in saw.....	While oiling caught hand in saw.....	66.00	
Oct. 20, 1916.	Pearl Coffman....Lord Const. Co.—Gen. Contr....Loss of use of right eye.....	Piece of wire flew in eye.....	Piece of wire flew in eye.....	860.75	
Dec. 15, 1916.	Edward Scharr....O'Neill Lumber Co.—Planing Mill....Amp. distal jt., 3rd finger, left hand.....	Cut on rip saw.....	Cut on rip saw.....	45.00	
Dec. 11, 1917.	John Brotman....Guthrie, Riley & Co.—Ry. Contr....Amp. big toe, right foot.....Fall of rock.....	Fall of rock.....	Fall of rock.....	Monthly	

## COMPENSATION PAYMENTS CLASSIFIED AS TO INDUSTRY.

July 1st, 1915, to June 30th, 1917.

PLAN NO. 3.

INDUSTRY	Compensat'n	Medical & Hospital	Burial	Total
Printing .....	\$ 39.00	\$ 46.00	\$ .....	\$ 85.00
Teaming & Transfer .....	450.88	128.50	.....	579.38
Street Paving .....	534.87	557.45	.....	1,092.32
Laying Sidewalks .....	121.28	127.50	.....	248.78
Grain Elevators .....	734.17	103.00	.....	837.17
Installing Electrical Apparatus.....	20.00	38.00	.....	58.00
Lumber, Wood & Coal Yards, With Power .....	14.15	30.00	.....	44.15
Laundries .....	15.00	86.00	.....	101.00
Flour Mills .....	.....	41.00	.....	41.00
Road Work .....	2,869.46	990.50	.....	3,859.96
Water Works, Operating .....	465.74	292.50	.....	755.24
Plumbng .....	31.66	14.00	.....	45.66
Water Works Construction .....	35.00	.....	.....	35.00
Cold Storage & Foundries .....	.....	24.00	.....	24.00
Heating & Power Plants .....	8.60	24.00	.....	32.60
Creameries .....	.....	11.00	.....	11.00
Garbage Works .....	.....	100.00	.....	100.00
Planing Mills .....	48.39	108.15	.....	156.54
Road Work, Blasting .....	193.50	65.00	75.00	333.50
Hauling Gravel .....	.....	7.00	.....	7.00
Saw Mills .....	175.54	61.85	75.00	312.39
Painting, Exterior .....	25.00	13.35	.....	38.35
Milling Ore .....	352.80	22.00	75.00	449.80
Logging .....	1,126.39	25.00	.....	1,151.39
Operating Quarries .....	42.00	39.50	.....	81.50
Ice Harvesting .....	.....	35.00	.....	35.00
Sewer Building, 7 Feet .....	507.36	128.40	.....	635.76
Electric Light & Power Plants, Construction .....	7.15	15.00	.....	22.15
Coal Mines .....	5,291.50	257.00	225.00	5,773.50
Mining Other Than Coal .....	10,291.73	523.00	440.00	11,184.73
Railroad Construction, No Blast..	1,285.93	.....	75.00	1,360.93
Carpenters & Builders .....	2,260.81	618.45	.....	2,879.26
Railway Construction, Blasting..	2,497.58	.....	75.00	2,572.58
Electric Light & Power Plants, Operating .....	77.81	105.00	.....	182.81
Cellar Excavations .....	160.00	3.00	75.00	238.00
Tunnel Construction .....	1,610.62	42.15	75.00	1,727.77
Bridge Building .....	1,600.90	19.00	225.00	1,844.90
Brickwork Construction .....	831.00	76.50	.....	907.50
Moving Machinery .....	10.00	.....	.....	10.00
Sewer Building, Over 7 Feet .....	77.00	73.00	.....	150.00
Excavations .....	110.00	163.00	.....	273.00
Concrete & Cement Work .....	40.00	.....	.....	40.00
Concrete Structures .....	90.00	.....	.....	90.00
Firemen .....	114.00	196.85	.....	310.85
Iron & Steel Work .....	.....	47.05	.....	47.05
Garages, With Power .....	.....	43.00	.....	43.00
Stone Work .....	.....	3.00	.....	3.00
Pile Driving .....	.....	.....	75.00	75.00
	\$34,096.82	\$ 5,303.70	\$ 1,490.00	\$40,890.52

## COMPENSATION PAYMENTS CLASSIFIED AS TO DISABILITIES.

## DISABILITIES

Temporary total .....	\$ 16,700.62
Permanent Partial .....	4,219.89
Fatal .....	13,178.46
Medical & Hospital .....	5,301.55
Burial .....	1,490.00
	\$40,890.52

## SECOND ANNUAL REPORT

**ACCIDENTS CAUSING TEMPORARY TOTAL DISABILITY.**  
(Classified as to Industry and Nature of Injury)

From July 1st, 1915, to June 30th, 1917.

## INDUSTRIAL ACCIDENT BOARD

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ACCIDENTS CAUSING TEMPORARY TOTAL DISABILITY—Continued.  
July 1st, 1915, to June 30th, 1917.

INDUSTRIES	NATURE OF INJURY								Totals			
	All Others	Poisons and Infections	Internal Injuries	Injured Eyes	Non Metal	Non Metal	Sprains	Lacerations				
Fractures	Contusions and Bruises	D:stications										
Shingle Mills .....	1	2	3						1			
Steam Bakeries .....			1						1			
Well Drilling .....		6	10	2					20			
Tunnel Work .....	1	7	1	1					18			
Sidewalks, Concrete .....	1											
Sewer Construction, Over 7 Feet.....	1	4							6			
Coal & Wood Yards, With Power .....	7	21	5	5					42			
Machinery Installing .....		3	1	2					9			
Concrete Structures .....	5	4	4	1					19			
Elect. Apparatus In- stalling, not Specif'd .....		5	1	1	1				11			
Explosives Mfg. ....	1	9	6	1					19			
Cement Mfg. ....	5	6	2						18			
Tank & Tower Const. ....	1	1	1						5			
Carpenters & Bldrs....	24	66	70	36	6				247			
Excavations .....	6	12	6	3	1				37			
Brickwork Construct'n. ....	2	4	5	2					15			
Painting, Exterior....	2	1	2	2					8			
Plumbing & Steam Heating .....		5	15	14	8	1	1	2	47			
Cabinet Work .....	1		3						8			
Sugar Factory .....	14	36	18	15				13	107			
Sash & Door Factory .....				1				2	1			
Gravel Pits, Operating .....		3	3						7			
Candy & Cracker Fact. ....		9	5	1					18			
Brick Manufacturing....	2	4	4	3				1	14			
Ice Harvesting .....	7	23	13	10	1				58			
Grain Elevator Const. ....	6	4	2	2	1				21			
Concrete Work, Not Specified .....	1	3	5	1				1	15			
Sewer Construction, Maximum 7 Feet .....	2	1	2					1	6			
Iron & Steel Frames..	1	1	1						3			
Gravel Hauling .....		1	1	2					3			
Firemen .....	1	3							1			
Roadwork, Blasting .....	1	1							2			
Clay Products Mfg. ....	1							1	1			
Stone Crushing .....			1						1			
Lime Kilns .....		1							1			
House Wrecking .....			1						1			
Janitors, etc. ....			1						1			
Marble Work .....		1							1			
<b>TOTAL.....</b>	<b>1104</b>	<b>5188</b>	<b>5035</b>	<b>1286</b>	<b>106</b>	<b>126</b>	<b>225</b>	<b>554</b>	<b>37</b>	<b>351</b>	<b>386</b>	<b>14398</b>

## SECOND ANNUAL REPORT

## ACCIDENTS CAUSING PERMANENT PARTIAL DISABILITY.

(Classified as to Industry and Part of Body Affected)

July 1st, 1915, to June 30th, 1917.

ALL PLANS

## INDUSTRIES

	TWO OR MORE FINGERS ENTIRE	TWO OR MORE FINGERS 1 PHALANGE	THUMB AND FINGER	THUMB AND 1 PHALANGE	ONE OTHER FINGER ENTIRE	ONE OTHER FINGER 1 PHALANGE	INDEX FINGER ENTIRE	INDEX FINGER 1 PHALANGE	LOSS OF	ALL PLANS
Smelter .....										26
Mining .....										3
Saw Mills.....										
Coal Mines .....	1	1								1
Electric Power .....										
Milling Ore .....										
Planing Mills .....										
Logging .....	1	1								1
Printing & Publishing .....										
Electric Railways, Operating .....		1								
Machinery Moving .....										
Cabinet Work .....					1					
Ice Harvesting .....								1		
Excavations .....	1									
Machine Shops .....			1							1
Slaughtering .....			1							
Cement Mfg. ....					2					
Garage, with Power .....					1					1
Shingle Mills .....	1	2			1	1				1
Carpenters & Bldrs... .....				1	1					
Teaming & Transfer .....			1	1		1				1
Concrete Structures.. .....					1					1
Sash & Door Factory .....					2	1				
Railway Construction .....										
Creameries .....			1							
Flour Mills .....										
Carriage Works.....					1					
Bakeries .....					1					
Coal & Wood Yards, With Power .....				1						
Tunnel Construction.. .....				1						1
Bridge Work .....				1						
Sewer Construction... .....				1						1
Grain Elevators .....										
Road Work .....										
Railway Construction, Blasting .....									1	
<b>TOTALS .....</b>	<b>12</b>	<b>7</b>	<b>27</b>	<b>18</b>	<b>65</b>	<b>26</b>	<b>3</b>	<b>1</b>	<b>21</b>	<b>14</b>

## INDUSTRIAL ACCIDENT BOARD

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## ACCIDENTS CAUSING PERMANENT PARTIAL DISABILITY—Continued.

July 1st, 1915, to June 30th, 1917.

## LOSS OF

									Total
									FYRE
									Leg
									Foot
									Toes
INDUSTRIES									
Smelters .....	3	3	1	2	3	3	3	4	35
Mining .....	3	3	3	4	3	3	3	10	117
Saw Mills .....			1	1					8
Coal Mines .....			2	1	1	1		7	35
Electric Power .....	1							5	11
Milling Ore .....	1								2
Planing Mills .....	1								6
Logging .....					3				8
Printing & Publishing .....									3
Electric Railways, Operating .....									1
Machinery Moving .....						1			1
Cabinet Work .....									1
Ice Harvesting .....									2
Excavations .....						1			2
Machine Shops .....								1	2
Slaughtering .....								1	2
Cement Manufacturing .....									2
Garages, With Power .....									2
Shingle Mills .....									2
Carpenters & Builders .....								1	2
Teaming & Transfer .....								1	2
Concrete Structures .....									2
Sash & Door Factory .....									2
Railway Construction .....									2
Creameries .....									2
Flour Mills .....								1	2
Carriage Works .....									1
Bakeries .....									1
Coal & Wood Yards, With Power .....									1
Tunnel Construction .....									1
Bridge Work .....									1
Sewer Construction .....									1
Grain Elevators .....									1
Road Work .....				1					1
Railway Construction, Elasting .....				1					2
<b>TOTALS</b> .....	8	7	5	10	9	4	3	33	273

## ALL PLANS

July 1st, 1915, to June 30th, 1917.

ACCIDENTS CAUSING PERMANENT TOTAL DISABILITY  
CLASSIFIED AS TO NATURE OF ACCIDENT  
AND INDUSTRY.

Nature of Accident.	No. of Accidents.	Industry.
Paralysis .....	7	Mining & Elec. Power.
Total blindness .....	4	" Mining
Back broken .....	2	Mining & Bridge Bldg.

## INJURIES CLASSIFIED AS TO PARTS OF BODY AFFECTED.

July 1st, 1916, to June 30th, 1917.

Part of Body Affected	ALL PLANS													Total
	Bruises	Cuts	Punctures	Sprains	Fractures	Dislocations	Amputations	Scalds	Burns	Operations	Infections	Inf. Neg.	Unclassified	
Foot .....	804	161	258	58	72	4	1	8	31	19	.....	6	1422	1194
Leg .....	616	213	36	40	237	.....	.....	5	20	24	.....	2	181	627
Thigh .....	113	19	6	20	12	2	2	3	4	2	.....	3	.....	471
Ankle .....	184	27	3	347	52	7	.....	.....	4	3	.....	8	.....	244
Knee .....	243	73	17	106	7	17	.....	.....	3	5	115	2	1385	113
Hip .....	186	15	.....	24	6	10	.....	.....	3	.....	16	1	559	349
Hand .....	391	616	106	17	26	2	7	2	96	5	.....	3	.....	121
Thumb .....	194	252	17	11	41	6	18	.....	3	.....	1	1	1	490
Wrist .....	50	123	7	112	39	4	.....	1	10	.....	.....	.....	.....	1036
Forearm .....	40	50	5	5	7	.....	.....	.....	11	.....	3	1	1	596
Arm .....	224	157	12	29	109	.....	4	4	47	1	7	1	1	113
Elbow .....	56	30	3	7	6	6	.....	.....	1	.....	4	.....	.....	453
Shoulder .....	303	53	.....	58	19	45	.....	1	8	.....	3	.....	1	2593
Fingers .....	844	1267	43	3	140	14	143	1	28	1	93	16	10	833
Toes .....	523	172	8	2	90	1	12	.....	2	.....	13	.....	.....	43
Clavicle .....	1	.....	.....	.....	39	3	.....	.....	.....	.....	.....	.....	.....	89
Neck .....	36	19	1	10	1	.....	.....	2	39	.....	1	.....	.....	109
Chest .....	127	12	1	7	.....	.....	.....	1	5	.....	2	2	2	155
Side .....	251	5	6	49	.....	1	.....	.....	3	.....	.....	1	1	317
Back .....	535	59	3	413	8	1	.....	.....	16	.....	2	1	2	1036
Face .....	100	239	8	.....	7	.....	.....	2	92	1	2	2	2	453
Head .....	179	650	1	1	.....	.....	.....	1	88	.....	3	.....	.....	840
Nose .....	15	46	.....	.....	21	1	.....	.....	3	.....	.....	.....	.....	89
Forehead .....	19	196	.....	.....	1	.....	.....	.....	7	.....	4	.....	.....	233
Scalp .....	39	632	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	675	185
Skull .....	1	.....	.....	.....	19	.....	.....	.....	.....	.....	.....	.....	20	51
Ribs .....	28	1	.....	7	148	1	.....	2	1	98	8	186	9	791
Eye .....	193	193	21	.....	.....	1	5	2	9	1	3	2	1	51
Hernia .....	.....	.....	.....	.....	.....	.....	.....	.....	1	.....	.....	.....	27	51
Unclassified .....	97	53	6	27	21	1	.....	5	2	9	1	3	2	37
Internal .....	7	.....	.....	1	.....	.....	.....	.....	1	.....	1	1	27	264
	6399	5333	568	1354	1128	126	192	34	549	17	512	13	241	16466

## FATAL ACCIDENTS CLASSIFIED AS TO INDUSTRY.

Industry.	
Mining	323
Smelters	32
Logging	8
Saw Mills	2
Coal Mines	34
Telephone & Telegraph	2
Electric Power	13
Road Work	3
Milling Ore	2
Breweries	1
Coal Docks	3
Railway Construction	8
Heating & Power Plants	1
Elevator Construction	1
Well Drilling	2
Lime Quarries	1
Brickwork Construction	1
Grain Elevators	1
Bridge Building	3
General Contractors	2
	443

SUMMARY OF ALL ACCIDENTS CLASSIFIED AS  
TO DISABILITIES.

Disabilities.	Number.	Mining	Lumber	All Others
Temporary Total	14398	9474	705	4219
Permanent Partial	273	122	20	131
Permanent Total	13	9		4
Fatal	443	325	10	108
	15127	9930	735	4462

## SECOND ANNUAL REPORT

**COMPENSATION PAYMENTS CLASSIFIED AS TO INDUSTRIES.**  
 July Est., 1915, to June 30th, 1917.  
 ALL PLANS

INDUSTRIES	Compensat'n	Hospital	Burial	Fatal	Total
Mining	\$158,181.16	\$ 2,359.75	\$ 19,115.00	\$306,660.74	\$486,316.65
Saw Mills	8,320.37	421.37	150.00	273.75	9,165.49
Smelters	38,363.05	412.19	1,125.00	56,741.95	96,672.19
Electric Rys., Operat.	930.40	70.00	150.00	6,760.00	7,910.40
Water Works,					
Construction	45.50				45.50
Logging	10,628.92	541.10	525.00	3,380.00	15,075.02
Coal Mines	32,523.76	2,472.68	2,440.90	18,896.95	56,334.29
Electric Power	25,320.21	751.75	750.00	13,530.22	40,352.18
Milling Ore	357.37	561.60	225.00	352.80	1,496.77
Telephones & Telegraph.	2,992.55	4,683.64	150.00		7,826.19
Grain Elevators &					
Breweries	2,123.33	1,699.00	75.00	3,380.00	7,277.33
Flour Mills	377.21	710.54			1,087.75
Waterworks, Operat.	605.39	326.50			931.89
Planing Mills	1,110.43	258.15			1,368.58
Laundries	572.31	1,020.30			1,592.61
Foundries	503.18	403.15			906.33
Railway Construction	1,614.58		150.00		1,764.58
Machinery Installing	110.60	103.60			214.20
Printing & Publishing	1,673.15	568.40			2,241.55
Carpenters & Bldrs..	7,893.23	3,365.75			11,255.98
Explosives, Mfg.	32.00	189.00			222.00
Cabinet Work	163.34	75.50			238.84
Tank & Tower Const.	34.29	154.00			188.29
Plumbing	588.06	475.22			1,063.28
Machine Shops	908.53	169.90			1,078.43
Hot Flooring					
Composition		50.00			50.00
Sash & Door Factory	58.35	87.00			145.35
Well Drilling	10.00		150.00	80.00	240.00
Roofing	152.25	240.00			392.25
Painting, Exterior	237.25	161.35			398.60
Ice Harvesting	2,222.35	918.32			3,140.67
Brick Making	323.15	182.00			505.75
Excavations	1,597.20	377.00			1,974.20
Creameries	658.50	380.50			1,039.00
Grain Elevator Const.	355.00	329.85	75.00		769.85
Candy & Cracker Mfg.	676.65	403.50			1,080.15
Bridge Work	2,890.79	281.30	225.00	40.00	3,437.09
Iron & Tin Metal					
Stamping	101.00	92.00			193.00
Concrete Structures,					
Not Specified	471.29	116.50			587.79
Brickwork Construct.	932.64	125.50			1,058.14
Butcher Shops, Not					
Specified		20.00			20.00
Machinery Moving	205.75	22.50			228.25
Road Work	2,891.96	1,060.80	75.00	1,339.00	5,366.76
Sheet Metal Works		19.50			19.50
Gravel Hauling	185.35	157.00			342.35
Sugar Factory	1,432.36	348.25			1,780.61
Unclassified		69.48			69.48
Glass Setting		28.00			28.00
Coal & Wood Yards,					
Without Power	685.34	440.30			1,125.64
Soap Factory	20.00	32.00			52.00
Foodstuffs, Work in	81.50	138.50			220.00
Concrete Work, Not					
Specified	246.73	103.15			349.88
Dams & Reservoirs,					
Construction	118.28	43.00			161.28
Moving Pictures	43.00	4.00			47.00
Mattress Mfg.	78.57				78.57
Blacksmith Shops	128.35	35.50			163.85
Marble Work		5.00			5.00
Ouarrries, Operating	100.80	71.50			172.30
Railway Construction,					
Blasting	791.14	496.50	225.00	2,987.10	4,499.74
Heating Apparatus,					
Installing	565.00	92.00			657.00
Logging Railway					
Construction	29.03	50.00			79.03
Boot & Shoe Mfg.		25.00			25.00
Cheese Factory		25.00			25.00
Lime Kilns			75.00		75.00
Cellar Excavations	165.00	8.00	75.00		248.00
Teaming & Transfer	2,150.37	689.00			2,839.37

## INDUSTRIAL ACCIDENT BOARD

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## COMPENSATION PAYMENTS CLASSIFIED AS TO INDUSTRY—Continued.

July 1st, 1915, to June 30th, 1917.

INDUSTRIES	Compensat'n	Hospital	Burial	Fatal	Total
Steam Threshers....	17.14	75.00	.....	.....	92.14
Lathing & Plastering	121.66	36.50	.....	.....	158.16
Coal & Wood Yards,					
With Power .....	438.92	480.90	150.00	3,316.00	4,385.82
Paving, Asphalt .....		5.00	.....	.....	5.00
Steam Heating Plants	8.60	80.00	75.00	1,140.00	1,303.60
Slaughtering .....	700.37	314.50	.....	.....	1,014.87
Electrical Apparatus,					
Installing .....	190.00	151.00	.....	.....	341.00
Garages, With Power	616.52	716.50	75.00	760.00	2,168.02
Steel Frames Const.	21.45	10.00	.....	.....	31.45
Stone Cutting .....	1.65	13.00	.....	.....	14.65
Textile Manufacturing	336.17	95.75	.....	.....	431.92
Garages, Without					
Power .....	78.75	40.00	.....	.....	118.75
Cement Mfg. ....	2,082.58	12.80	.....	.....	2,095.38
Gravel Pits, Operating	610.00	53.75	.....	.....	663.75
Paper Hanging .....		10.00	.....	.....	10.00
Shingle Mills .....	39.00	12.00	.....	.....	51.00
Clay Products Mfg...	198.00	.....	.....	.....	198.00
Street Paving .....	534.87	557.45	.....	.....	1,092.32
Laying Sidewalks...	121.28	127.50	.....	.....	248.78
Creamatories .....		11.00	.....	.....	11.00
Garbage Works .....		100.00	.....	.....	100.00
Road Work, Blasting	193.50	65.00	75.00	.....	332.50
Sewer Building, 7 Ft.	507.36	128.40	.....	.....	635.76
Tunnel Construction..	1,336.62	42.15	75.00	274.00	1,727.77
Sewer Building,					
Over 7 Feet .....	77.00	73.00	.....	.....	150.00
Firemen .....	114.00	196.85	.....	.....	310.85
Iron & Steel Works		47.05	.....	.....	47.05
Bakeries .....		33.00	.....	.....	33.00
Pile Driving.....		.....	75.00	.....	75.00
	\$324,924.91	\$ 33,049.99	\$ 26,280.90	\$419,912.51	\$804,168.31

## COMPENSATION PAYMENTS CLASSIFIED AS TO DISABILITIES.

DISABILITIES	Totals
Temporary Total .....	\$210,312.89
Permanent Partial .....	76,053.79
Permanent Total .....	38,559.38
Fatal .....	419,912.51
Medical & Hospital.....	33,047.84
Burial .....	26,280.90
	\$804,168.31

## SECOND ANNUAL REPORT

COMPARATIVE TABLE OF ACCIDENTS UNDER ALL PLANS FOR THE  
YEARS 1915-16; 1916-17.

	Temporary	Permanent Partial	Permanent Total	Fatal	Total	Increase
Plan No. 1—						
1915-16 .....	4225	60	1	105	4391	..
1916-17 .....	5044	107	8	253	5412	1021
Plan No. 2—						
1915-16 .....	2182	23	2	29	2236	..
1916-17 .....	2288	62	2	34	2386	150
Plan No. 3—						
1915-16 .....	167	6	..	2	175	..
1916-17 .....	492	15	..	20	702	527
All Plans—						Total Increase
1915-16 .....	6574	89	3	136	6802	..
1916-17 .....	7824	184	10	307	8325	1523

During 1915-16, there were 60,000 employees under the Act, and in 1916-17, 73,000, or an increase of 22 per cent. Notwithstanding the intense conditions, stimulating production to its utmost capacity, the increase in accidents has not equalled the increase in the number of employees. The abnormal increase in fatalities is, of course, due to the North Butte Company's disaster on June 8th, 1917, where 163 men lost their lives at one time.

## COMPARATIVE TABLE SHOWING COMPENSATION PAID FOR YEAR ENDING JUNE 30TH, 1916, AND YEAR ENDING JUNE 30TH, 1917.

	Temporary	Permaent Partial	Permaent Total	Fatal	Medical & Hospital	Burial	Total
Plan No. 1—							
1915-16 \$45,330.32	\$19,177.36	\$ 7,234.00	\$160,891.06	\$ 4,862.79	\$ 7,165.90	\$244,625.43	
1916-17 90,913.29	35,007.55	23,713.00	219,098.22	4,638.18	13,874.98	387,281.24	
Plan No. 2—							
1915-16 21,356.42	5,400.22	460.00	8,220.24	5,608.75	1,425.00	42,470.63	
1916-17 36,013.24	12,248.77	7,152.38	18,524.53	12,636.57	2,325.00	88,900.49	
Plan No. 3—							
1915-16 3,267.79	1,620.56	.....	.....	1,415.00	.....	6,303.35	
1916-17 13,432.83	2,599.33	.....	13,178.46	3,886.55	1,490.00	34,587.17	
Total Paid First Year Under Compensation Act.....						\$293,399.41	
Total Paid Second Year Under Compensation Act.....						510,768.90	

## INDUSTRIAL ACCIDENT BOARD

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## PRIVATE EMPLOYERS.

Table showing Total Payrolls Submitted by the Following Employers Plan No. 3 from July 1st, 1915, to December 31st, 1916, or eighteen months; the Last Adjustment Period. Net Premium and Average Rate on Payrolls and Compensation Paid.

Private Employers	Industry	Total Rolls Submitted	Net Premium	Rate on Payrolls	No. Acc.	Av. Comp'sation Paid
Aagaard, Frank	Mining	\$ 3,521.75	\$ 34.37	\$ 0.096	1	\$ 190.00
Adami Brothers	Contracting	841.30	42.06	0.499	1	.....
Adams, F. O.	Mining	766.28	9.20	0.117	1	.....
Ainslie, Jas. T.	Contractor	1,175.77	16.69	0.169	1	.....
Alba Coal Co.,	Coal Mining	5,653.70	66.54	0.099	1	.....
Albright, Wm. E.	Mining	20.00	.33	0.0165	1	.....
American Gem Mining Co.,	Mining	7,981.15	66.51	0.0882	1	90.00
American Printing Co.,	Printing	2,849.00	5.29	0.017	1	.....
American Steam Laundry,	Laundry	13,402.35	67.10	0.049	1	48.00
Anderson, Glenn,	Mining	2,224.75	10.10	0.044	1	.....
Annin & Banks,	Non-hazardous	1,457.00	1.62	0.006	1	.....
August Mining Co.,	Mining	83,498.95	923.86	0.110	5	1,087.14
Averill, T. N.	Carpenter	400.00	16.27	0.0400	1	.....
Ayers, Earl D.	Contractor	1,296.57	16.09	0.0126	1	.....
Baggess, Ernest.	Teaming	315.00	3.00	0.0095	1	.....
Baker, J. W.	Teaming	333.85	11.47	0.0330	1	.....
Baker, R. D. & Sons,	Blacksmiths	1,609.50	12.07	0.074	1	.....
Baker Light & Power Co.,	Power Plant	2,518.04	22.96	0.087	1	.....
Baker Telephone Co.,	Telephone Line	440.00	4.08	0.0097	1	.....
Ball & Hofstad,	Road Work	300.00	5.70	0.0166	1	.....
Ballard Bros.	Mining	73.50	1.22	0.016	1	.....
Bannack G. Mining Co.,	Mining	12,293.13	108.98	0.0088	2	80.71
Barron, E. T.	Electric Wiring	1,350.97	5.46	0.037	1	.....
Bardsen, R. M. & Co.,	Sever. Work	64,359.40	573.95	0.0089	2	54.00
Bartean, B. E. et al.,	Mining	100.00	2.50	0.0200	1	.....
Basin Mining Co.,	Mining	3,166.65	26.39	0.0082	1	.....
Bearcreek Coal Co.,	Coal Mining	90,606.10	906.06	0.0099	1	.....
Bearcreek W. & L. Co.,	Power Plant	4,733.69	39.12	0.0082	1	.....
Beauchine, Peter,	Contractor	5,232.75	81.82	0.0154	1	121.40
Beaver Creek Mining Co.,	Mining	61,712.27	613.63	0.010	4	583.93
Beaver Mining Co.,	Mining	6,381.80	29.00	0.0045	1	.....
Benson, Ben.	Carpenter	1,615.70	17.50	0.0165	1	.....
Benson, Jones & Reed,	Contracting	5,915.81	177.47	0.0249	1	52.00
Berg, Louis,	Contractor	2,980.05	41.73	0.0137	1	.....
Bertschy & Leydig,	Mining	4,430.29	36.92	0.0082	1	37.15
Betor, B.	Teaming	2,059.75	17.94	0.0099	1	.....
Big Seven Mining Co.,	Mining	10,325.39	103.17	0.0099	1	204.28

## SECOND ANNUAL REPORT

PRIVATE EMPLOYERS—Continued.

Av.	Rate on Pay- roll	No. Acc.	Rate on Pay- roll	No. Acc.	Comp's Pd.
	Total Rolls Submitted	Net Prem. Paid	Total Rolls Submitted	Net Prem. Paid	
Private Employers	Industry		Industry		
Buildings	Stone Cutting	.....	Stone Cutting	.....	
Eng. & Contr. Co.,	Contracting	.....	Contracting	.....	
3.D.illings	Stone Cutting	1,666.70	Stone Cutting	37.87	15.00
Marble & Gran. Wks.,	Carpenters	478.83	Carpenters	14.36	0.292
Billing Sash & Door Co.,	Contracting	3,713.94	Contracting	27.23	.....
Birsch S. & Sons Contr. Co.,	Printing	11,197.80	Printing	73.13	0.061
Bishop, Max B.,	Contracting	1,846.00	Contracting	4.35	11.00
Blin & Lindstrom,	Contractor	1,117.08	Contractor	13.04	0.116
Blaus, E. O.,	Painting	3,659.59	Painting	41.91	5.00
Bolick, Jas.	Mining	120.90	Mining	1.68	.....
Boston & Mont. Dev. Co.,	Street Work	61,182.33	Street Work	0.083	10
Bostwick, H. J.,	Plumbing	3,985.00	Plumbing	0.055	1
Brothers	Contractor	342.00	Contractor	3.24	0.087
Boyer, Harry, Inc.,	Planning Mill	12,332.84	Planning Mill	129.50	0.105
Budzeman Manufacturing Co.,	Machine Shop	4,336.10	Machine Shop	30.86	.....
Bradford, P. H.,	Contractor	9,310.44	Contractor	69.63	0.074
Bradsaw, O. S.,	Painting	75.00	Painting	1.75	5.00
Braendifft, Ezra,	Sewer Work	2,602.50	Sewer Work	65.16	0.143
Brown, Allen H.,	Coal Mining	6,334.34	Coal Mining	38.60	0.059
Bridger Coal Mining Co.,	Coal Mining	30,544.48	Coal Mining	189.55	0.096
Bridger Water & Light Co.,	Power Plant	19,887.62	Power Plant	65.57	0.059
Brodie, Jas. & Sons, .....	Coal Mining	4,587.31	Coal Mining	45.87	0.098
Brown, J. N.,	Contractor	1,314.00	Contractor	18.10	0.136
Burgi, Geo. J.,	Painting	790.00	Painting	1.98	0.012
Burlingham, Fred,	Planning Mill	1,723.83	Planning Mill	9.48	0.052
Carey, L. D.,	Teamming	3,415.00	Teaming	2.21	0.057
Buttle-Col. Cop. Min. Co.,	Mining	455.00	Mining	11.3	0.241
Buite & Pacific Copper Co.,	Mining	456.00	Mining	11.37	0.241
Buite, C. H.,	Mining	36,581.25	Mining	235.89	0.055
Carbon County Creamery,	Teamming	60.00	Teamming	2.31	0.005
Carbon Trading Co.,	Creamery	4,817.03	Creamery	22.30	0.040
Carey, Matt,	Non-Hazardous	1,500.00	Non-Hazardous	5.00	0.003
Cascade Copper Min. Co.,	Mining	338.00	Mining	2.50	0.084
Casey, J. T.,	Printing	13,810.11	Printing	76.72	0.005
Cedar Creek Mining Co.,	Mining	912.70	Mining	9.98	0.107
Central Electric Co.,	Electric Wiring	2,257.87	Electric Wiring	16.74	0.067
Chicago & Alia Min. Co.,	Mining	1,766.35	Mining	17.66	0.096
Chouteau County Independent,	Printing	951.50	Printing	23.78	0.024
Clague, Harry H.,	Painting	2,335.25	Painting	5.73	0.021
Clark, Chas. F. & Co.,	Roofing	164.30	Roofing	1.03	0.060
Clasenman, Herman J.,	Contractor	41.85	Contractor	47.00	0.114
Clasenman & Co.,	Contracting	1,817.78	Contracting	12.23	0.028
		3,770.00		113.16	0.029

## PRIVATE EMPLOYERS—Continued.

## Private Employers

	Industry	Total Rolls Submitted	Net Premium Paid	Rate on Payrolls	No. Acc.	Comp'sation Pd.
Clifton-Applegate & Co.,	Municipal Work	142,494.70	947.60	.0066	6	95.95
Cohagen, John R.,	Contractor	3,432.10	49.36	.0142	...	...
Collar, Chas. F.,	Saw Mill	1,311.00	10.85	.0076	...	...
Collette, Paul,	Mining	1,155.00	6.00	.0051	...	...
Collins, C. E.,	Bridge Work	3,744.60	49.20	.0130	1	...
Collins Plumbing & H. Co.,	Plumbing	2,799.43	38.76	.0130	2	10.00
Columbia Lumber Co.,	Retail Lumber	11,971.57	54.42	.0045	...	...
Columbus News,	Printing	2,420.00	5.09	.0020	...	...
Connors, Martin,	Gravel Hauling	240.50	4.29	.0166	...	...
Cook, Albert L.,	Carpenter	125.50	2.32	.0148	...	...
Coolsaet, Hector,	Waterworks	1,146.87	2.70	.0117	2	85.00
Coughlin, Richard J.,	Garage	1,280.00	25.44	.0195	...	...
Cox, Walter C. & Co.,	Coal Mining	715.64	3.01	.0044	...	...
Crane Mercantile Co.,	Non-hazardous	1,666.75	3.17	.0018	...	...
Crowley, M. H. & W. E.,	Non-hazardous	853.85	1.45	.0011	...	...
Crum, W. C.,	Mining	108.50	2.62	.0136	...	...
Cruise Extension Mng. Co.,	Carpenter	360.00	5.75	.0138	...	...
Dahlberg, S. I.,	Mining	2,193.70	18.28	.0082	...	...
Davis, L. L.,	Mining	3,585.45	35.85	.0091	...	...
Davis Consolidated Mng. Co.,	Mining	1,330.35	7.50	.0045	...	...
Craig, Chas. E.,	Mining	4,716.50	46.15	.0044	2	35.00
Crystal Graphite Co.,	Mining	5,529.45	46.15	.0083	...	...
Cumberland Mine Purchase	Mining	2,378.06	16.18	.0067	...	...
Cuprite Copper Mining Co.,	Electric Wiring	367.70	3.67	.0082	...	...
Currah, J. C.,	Logging	23,555.02	279.51	.0118	...	...
Dahlberg, S. I.,	Contractor	6,268.00	50.17	.0071	1	39.00
Davis, L. L.,	Light Plant	7,140.75	82.07	.0114	...	...
Deer Lodge Electric Co.,	Laundry	4,482.46	23.91	.0051	...	...
Deer Lodge Steam Laundry,	Contractor	727.95	16.99	.0229	...	...
Defaney, J. H.,	Contractor	672.90	2.88	.0029	...	...
Deschner, A. J.,	Repairing Machinery	296.80	6.40	.0200	4	...
Diebold Safe & Lock Co.,	Saw Mill	545.00	4.53	.0073	...	...
Dixon, S. R.,	Mining	1,535.00	19.94	.0119	...	...
Doggett, James,	Excavating	1,412.88	34.49	.0240	8	...
Donian, E.,	Logging	43,571.91	296.14	.0067	...	41.97
Donian, Thos.,	Mining	1,570.00	13.54	.0069	...	...
Dowling, P. F.,	Plumbing	1,529.89	8.30	.0030	...	...
Doyle & Tibbals,	Brick Mfg.	106.65	1.28	.0094	...	...
Duclos, P. O.,	Mining	2,303.00	14.15	.0060	...	...
Eastern Bell Mining Co.,	Mining	2,658.60	22.15	.0082	...	...
Eaves, Lucian, Lesses,	Mining	2,295.70	35.18	.0150	1	100.00
Eckhart, Wil.,	Painting	113.00	2.82	.0176	7	...
Economy Mines Co.,	Mining	14,904.00	100.38	.0671	7	3,516.43

## SECOND ANNUAL REPORT

## PRIVATE EMPLOYERS—Continued.

## Private Employers

	Industry	Total Rolls Submitted	Net Prem. Paid	Rate on Payrolls Acc.	Avg. Comp'sa- tion Pd.
Edwards, B. F., .....	Plastering .....	19.65	.0086	.....	.....
Eiselein, A. W., .....	Printing .....	2.191.05	.440	.0116	.....
Electric Supply Shop, .....	Electric Wiring .....	2.368.65	20.30	.0161	.....
Kirkhorn Silver Mining Co., .....	Mining .....	1.321.94	.....	.....	.....
Elliott, C. H., .....	Contractor .....	150.00	1.13	.0066	.....
Embrey, Carl, .....	Road Work .....	641.70	14.44	.0218	.....
Engel, Carl, .....	Non-hazardous .....	1.390.00	5.90	.0035	.....
Equity Co-op. Ass'n Cascade, .....	Grain Elevator .....	1.400.00	2.00	.0014	.....
Equity Co-op. Ass'ns Belt, .....	Grain Elevator .....	1.025.00	3.75	.0021	.....
Equity Co-op. Ass'ns Gage, .....	Grain Elevator .....	1.025.00	3.42	.0029	.....
Equity Co-op. Ass', Joplin, .....	Grain Elevator .....	1.771.88	2.72	.0011	.....
Brockson, O. F., .....	Steam Thresher .....	2.860.00	32.75	.0111	.....
Bureau Mutual Phone Co., .....	Telephone Line .....	336.54	3.79	.0089	.....
Evans, F. E. Contr. Co., .....	Contracting .....	15.075.84	68.19	.0045	3
Evans, H. D., .....	Contractor .....	633.50	3.75	.0047	.....
Byre, Frank, ... Ass', Savage, .....	Carpenter .....	148.35	5.20	.0327	.....
Farmers Co-op. Assn., Choteau, .....	Grain Elevator .....	1.455.00	4.85	.0027	.....
Farmers Co-op. Assn., Twin Bridges, .....	Grain Elevator .....	3.057.50	15.60	.0049	1
Farmers Elevator Co., .....	Grain Elevator .....	418.65	3.14	.0071	.....
Farmers Mut'l Gr. & Sup. Co., Coffe Cr., .....	Grain Elevator .....	2.780.00	12.32	.0133	1
Flint Creek Phone Co., .....	Telephone Line .....	135.50	7.73	.0054	.....
Flora Meat Co., .....	Butcher Shop .....	1.575.00	8.50	.0052	.....
Forsyth Elec. L. & Power Co., .....	Light Plant .....	1.641.67	16.81	.0114	2
Forsyth & Weston, .....	Contracting .....	2.372.00	30.80	.0132	.....
Fraday, C. H., .....	Contractor .....	1.290.00	5.44	.0038	2
Fredericks, S., .....	Painting .....	1.421.55	3.50	.0071	1
Freebrey, A. J. & H. M., .....	Contracting .....	1.168.00	12.73	.0081	.....
Friedrichs, Chas. L. & Co., .....	Mining .....	939.05	18.78	.0191	.....
Fryberger, C. E. & Co., .....	Mining .....	805.20	20.13	.0248	.....
Gallatin Lumber Co., .....	Retail Lumber .....	2.740.00	5.45	.0018	.....
Gazette Printing Co., .....	Printing .....	35.689.37	91.24	.0035	.....
Gibson Concrete Works, .....	Clovers .....	753.45	12.52	.0159	.....
Gilbertson, Harry, .....	Contractor .....	6.810.22	117.96	.0238	.....
Gilliland, B. B., .....	Bridge Work .....	495.00	22.28	.0434	.....
Gillis, Archie S., .....	Contractor .....	2.470.00	21.00	.0095	.....
Glenn Mine, .....	Mining .....	574.00	16.12	.0278	.....
Gold Acres Dev. Co., .....	Mining .....	22.111.59	245.73	.0110	4
Golden Grain Milling Co., .....	Flour Mill .....	3.160.62	25.01	.0078	2
Goodall Brothers, .....	Assayers .....	450.00	5.85	.0111	.....
Grady, J. P. & Co., .....	Plumbing .....	9.582.34	20.79	.0020	.....
Graham, A. G., .....	Brick Work .....	669.50	6.86	.0059	.....
Graham, Davis, .....	Contractor .....	4.008.50	51.03	.0127	1
Granite Bi-Met. Mng. Co., .....	Mining .....	87.768.40	731.40	.0083	12
					3,549.56

## INDUSTRIAL ACCIDENT BOARD

PRIVATE EMPLOYERS—Continued.

## SECOND ANNUAL REPORT

## PRIVATE EMPLOYERS—Continued.

	Avg.	Total Rolls	Net Prem. Paid	Rate on Pay-rolls	No. Acc.	Comp'sa- tion Pd.
Private Employers						
Inter-Mountain Cop. M'g Co.,		Mining Industry	191.82	.0061	3	107.85
International Coal Co.,		Coal Mining	31,129.86	.0090	5	355.35
Inter State Elec. Co.,		Electric Wiring	43,675.41	.0261	.....	.....
Inter State Power Co.,		Development	422.32	.11.13	.....	.....
Jackson & McLean,		Contracting	2,185.75	.45.21	.0181	.....
Jackson, Casper H.,		Carpenter	305.00	.3.56	.0098	.....
Johnson, Chas. M.,		Contractor	1,584.00	.30.16	.0189	.....
Johnston, Bert A.,		Rock Quarry	1,796.59	.33.53	.0414	.....
Johnston, Grain Co.,		Grain Elevator	2,559.50	.25.99	.0084	1
Jordan, P. J.,		Contractor	2,540.00	.15.10	.0059	.....
Jnd th Gap Journal,		Printing	3,073.00	.77.57	.0250	3
Kauffman, H. F.,		Painting	2,332.00	.5.09	.0021	1
Kearney, Eugene,		Grain Elevator	1,222.05	.15.59	.0122	.....
Kelley, C. H.,		Sewer Work	210.00	.3.15	.0142	.....
Kelley, P.,		Ditch Digging	17,329.39	.160.97	.0092	2
Kemper Geo. W.,		Water Works	962.85	.3.60	.0031	.....
Kerr, Lee,		Contractor	2,309.34	.16.57	.0072	1
Knudsen, Peter K. & Co.,		Cabinet Work	678.80	.2.69	.0029	.....
Kootenia Times,		Printing	540.00	.3.46	.0035	.....
Kraatz & Ringer,		Masonry Work	556.00	.2.22	.0020	.....
Kroftganz & Frank,		Contractors	1,333.75	.34.80	.0175	.....
Lagerquist, John O.,		Contractors	16,568.42	.204.63	.0190	.....
Lamborg, H. A.,		Planing Mill	3,538.50	.15.26	.0042	.....
Lamphear, O. O. M.,		BUILDER	4,206.50	.32.91	.0076	.....
La Salle Mfg. & Dev. Co.,		Contractor	120.00	.5.40	.0116	.....
Lathwood, John A., Trustee,		Mining	101.00	.2.36	.0198	.....
Lehkind, Julius,		Mining	2,013.00	.15.00	.0051	.....
Leighland & Kleppe,		Brewery	20,354.59	.13.77	.0070	.....
Leslie & Foss,		Contractors	11,776.95	.58.88	.0049	.....
Lewis Grain Co.,		Contractors	3,133.14	.39.60	.0124	1
Lewistown Iron Works,		Grain Elevator	340.00	.11.90	.0033	.....
Lincoln Log & Lumber Co.,		Foundry	1,632.00	.9.70	.0055	.....
Lincoln Wood Co.,		Logging	665.01	.4.43	.0060	.....
Linderman, Chass.,		Saw Mill	33,929.03	.302.25	.0059	2
Lindstrom & Open,		Road Work	3,423.74	.24.57	.0070	.....
Littlejohn, N. J.,		Sever Work	180.00	.2.28	.....	.....
Livingston Pub. Co.,		Contractor	3,131.70	.62.63	.0198	.....
Long & Campbell,		Printing	4,155.25	.66.40	.0158	2
Longmaid, Bowden & Junod,		Saw Mill	11,150.49	.22.16	.0019	.....
Lord Construction Co.,		Mining	2,138.74	.18.45	.0084	.....
Lord, H. S.,		Contracting	2,148.55	.15.00	.0069	.....
		Contractor	2,217.70	.16.63	.0072	1
		Contractor	2,286.37	.26.24	.0113	.....

## PRIVATE EMPLOYERS—Continued.

## INDUSTRIAL ACCIDENT BOARD

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Private Employers	Industry	Total Rolls Submitted	Net Premium Paid	Rate on Pay-rolls	No. Comp'g-ation Pd.
McCaider, J. W.	Telephone Oper.	2,197.90	25.25	.0100	...
McCullough, Homer	Electric Wiring	212.04	3.18	.0141	...
McDowell, Reynolds et al.	Mining	620.00	13.50	.0209	...
McIntyre, Roscoe S.	Steam Thresher	400.00	4.50	.0100	...
McLaughlin & O'Neill	Contractors	7,385.15	110.88	.0148	2
Marquardt Bros. Lbr. Co.	Lumber Mill	7,170.76	30.41	.0041	3
McMannany, W. P.	Planing Mill	1,233.62	9.11	.0072	...
Mack, Cecil C.	Coal Mining	7,317.77	65.73	.0088	1
Madden, Scratch Gravel M. Co.	Mining	533.72	3.36	.0040	...
Maehl, Ernest	Masonry Work	100.00	4.50	.0400	...
Maguire, J. C.	Contractor	47,163.92	250.13	.0053	4
Malta Mercantile Co.	Grain Elevator	5,320.25	26.65	.0048	...
Malta Milling Co.	Flour Mill	929.10	4.95	.0043	...
Manganese Mines Co.	Mining	518.50	7.16	.0135	1
Manning, Madden & Kiñey	Mining	149.00	5.25	.0066	...
Marysville Gold Mrg. Co.	Mining	12,710.50	105.92	.0082	1
Masterson & Co.	Contractors	1,745.20	7.48	.0040	...
Maurer & Young	Masonry Work	4,125.40	129.95	.0312	...
Meineke Building Co.	Contractors	2,716.20	63.93	.0169	...
Melchert, B. P.	Road Work	14,288.00	92.30	.0064	1
Merenes, M. L.	Carpenter	1,611.25	26.50	.0161	...
Merkle, G. W.	Coal Mining	17,637.12	176.37	.0099	7
Metcalf, Robert	Street Work	65,311.95	446.20	.0079	1
Milk River Elevator Co.	Grain Elevator	8,585.60	39.62	.0045	3
Millard Coal Co.	Coal Mining	2,743.24	27.43	.0090	...
Miller, H. O.	Mining	755.50	9.08	.0119	...
Miller, John J.	Teaming	1,000.00	6.50	.0060	...
Minneapolis Bridge Co.	Bridge Work	7,596.58	156.70	.0205	...
Minter, Gust	Tinsmithing	83.15	.77	.0095	...
Mission Range Power Co.	Powder Plant	4,441.00	51.80	.0114	1
Missoulian Publishing Co.	Printing	74,606.10	147.06	.0019	...
Moocassin Far. Elevator Co.	Grain Elevator	1,950.00	111.43	.0056	1
Montana Constr. Eng. Co.	Contracting	39,245.70	683.68	.0174	14
Montana Logging Co.	Logging	20,285.90	135.75	.0066	7
Montana Paving Co.	Paving Work	1,195.39	11.95	.0092	...
Montana Printing Co.	Printing	3,871.00	7.19	.0037	...
Montana Ranches Co.	Mining	2,242.75	9.34	.0040	1
Montana Roadamine Co.	Contracting	6,070.97	20.50	.0032	1
Montgomery, W. M. & Co.	Slaughtering	24,427.73	157.23	.0064	...
Musselman & Son	Contracting	26,707.54	363.69	.0135	1
Mt. Royal Mng. & Red Co	Contractor	794.92	27.82	.0340	...
Municipal Construction Co.	Milling	3,474.91	15.80	.0034	...
Murray, Chris.	Contractors	1,982.20	23.80	.0116	...
	Contractor	325.00	2.55	.0061	...

## SECOND ANNUAL REPORT

## PRIVATE EMPLOYERS—Continued.

	Av.	Total Rolls Submitted	Net Prem. Paid	Rate on Pay-rolls Acc.	No. Comp'sa- tion Pd.
Private Employers					
Musgrave, Wm. S.,		4,565.35	19.75	.0041	...
Naegle, Printing Co.,		6,920.35	6.00	.0021	...
Nash, G. H.,		13,538.73	68.50	.0050	...
Neithammer Bros.,		9,455.00	37.66	.0039	...
Newton Lumber Co.,		2,625.00	4.66	.0015	...
Nicholson, Oscar W.,		1,594.00	6.38	.0037	...
Nilson & Smith,		12,478.88	88.02	.0070	5
Norden, Ole, ...		260.25	9.77	.0346	...
Norris & McGarth,		1,358.62	13.49	.0095	...
Nowell-Atterly Co.,		927.10	11.75	.0110	...
Nugent, Jas. W.,		2,805.00	10.07	.0035	...
O'Donnell, Neil, ...		1,123.38	5.26	.0044	...
O'Neill & Carr,		6,676.31	100.14	.0151	1
O'Neill, James, ...		4,048.00	26.75	.0064	...
O'Neill, M. J., ...		4,048.00	26.75	.0064	...
O'Neill Lumber Co.,		5,601.36	35.87	.0119	...
O. & M. Mines Co.,		31,680.04	66.62	.2	128.39
Odegaard, Thos. J.,		524.95	157.70	.0049	...
Ogle Hardware Co.,		4,121.75	6.55	.0114	...
Oliver, Frank, ...		3,014.05	15.66	.0036	1
Olson, Chris, ...		1,430.00	22.21	.0072	...
Olson, E. L.,		21,719.47	8.99	.0055	...
Olson & Johnson Co.,		53,622.43	457.22	.0164	2
Orem, Peter, ...		1,500.00	716.12	.0133	11
Painted Rose Coal Co.,		4,211.80	88.00	.0586	...
Palmer, John M.,		715.02	28.13	.0066	...
Pan Metallic Co.,		15,901.49	1.98	.0013	...
Patten Bros., ...		1,150.75	132.51	.0083	1
Pauly Tail Blade Co.,		1,333.90	8.27	.0069	...
Paving Co., ...		10.85	10.85	.0300	...
Pelouquin, R. D.,		11,389.53	42.71	.0036	...
Penobscot Mining Co.,		371.25	3.71	.0134	...
Pennard, O. E.,		300.00	2.50	.0066	...
Perham, Wallace G.,		20,160.69	266.73	.0131	...
Peterson, Martin,		3,572.25	53.58	.0148	...
Pew, George H.,		1,767.00	20.61	.0113	...
Pewterbaugh, H. L.,		2,638.00	22.66	.0083	1
Phillipburg Mining Co.,		6,688.60	66.54	.0087	...
Phillips, Lindley B.,		6,870.30	57.25	.0082	1
Pierson, Oscar,		5,114.40	6.55	.0145	...
Pine Ridge Mining Co.,		4,523.80	82.95	.0181	4
Piper Construction Co.,		2,807.00	21.10	.0074	1
Plovanch, J. D.,		18,470.85	181.38	.0097	1
		1,005.00	10.05	.0099	1

## PRIVATE EMPLOYERS—Continued.

## INDUSTRIAL ACCIDENT BOARD

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Av.

	Industry	Total Rolls Submitted	Net Prem. Paid	Pay-Av.	No. Comp's-rolls Acc.	Comp's- tion Pd.
Private Employers	Logging	3,966.26	39.53	1	1	20.25
Fluid, Percy C., Mining Co.	Mining	19,263.40	321.06	3	3	.....
Porphyry Dike G. Mining Co.	Contractor	450.00	20.25	0.040	0.033	112.50
Post, C. B.	Transfer	900.00	3.00	0.0033	1	.....
Powers Transfer Co.	Transfer	.....	.....	.....	.....	.....
Powers, T. C. Motor Car Co.	Garage	5,071.97	32.96	0.063	0.046	.....
Pratt, John A. & Co.	Contractor	2,225.00	77.30	0.0346	0.0246	.....
Price, T. H.	Contractor	1,629.30	10.99	0.0061	0.0032	.....
Ray, A. C.	Mining	1,712.80	9.94	0.0052	0.0027	.....
Reardon, Tim & Sons,	Contractor	8,693.55	67.23	0.0777	0.0522	.....
Red Lodge Elev. Co.,	Grain Elevator	8,783.38	33.37	0.029	0.0177	.....
Red Lodge Picket, ...	Printing	1,397.35	6.05	0.0042	0.0022	.....
Reed, Wm. G.	Contractor	3,196.15	41.13	0.0071	0.0046	.....
Remington Typewriter Co.,	Non-hazardous	13,683.85	15.20	0.0109	0.0068	.....
Reservation Land & Lbr. Co.,	Lumber Operations	878.38	6.64	0.0038	0.0024	.....
Riggs & King, ...	Contractors	1,184.90	36.65	0.0304	0.0152	1
Rinehart, E. S.,	Mining	758.00	4.72	0.0052	0.0027	54.30
Riverside Foundry, ...	Foundry	3,108.25	14.80	0.0045	0.0022	.....
Rock Creek Far. Elev. Co.,	Grain Elevator	630.00	2.36	0.0031	0.0017	.....
Rock Creek Mfg. & Mill'g Co.	Mining	3,962.75	28.30	0.0070	0.0040	.....
Rodgers, Frank M., ...	Logging	1,248.00	34.32	0.0272	0.0158	.....
Rogers, W. F. Hotel Co.,	Non-hazardous	8,394.91	7.13	0.0038	0.0018	.....
Roode, S. M.,	Carpenter	1,839.00	21.15	0.0114	0.0058	1
Roone, E. T.,	Painting	3,110.00	31.18	0.0099	0.0048	37.50
Rose Cons. Mining Co.,	Mining	6,410.14	65.64	0.0101	0.0050	.....
Roundup Tribune Co.,	Printing	2,085.50	44.52	0.0019	0.0011	.....
Ruby Gulch Mining Co.,	Mining	71,622.69	663.84	0.0092	0.0047	214.30
Rule, J. H.,	Butcher Shop	6,797.00	25.68	0.0036	0.0017	123.30
Rude & Searles,	Contractors	10,167.58	137.98	0.0134	0.0068	.....
Russell, F. E.,	Saw Mill	1,100.00	11.00	0.0100	0.0050	100.00
Russell, W. B.,	Logging	57,384.82	450.88	0.0078	0.0041	237.87
Ryniker-Winter Sh. Met. Works,	Sheet Metal W.R.S.	13,379.50	9.58	0.0237	0.0122	.....
Saginaw Copper Co.,	Mining	13,926.85	88.06	0.0063	0.0031	25.72
Salvador Leasing Co.,	Mining	968.40	8.07	0.0082	0.0041	.....
Savarese, Frank,	Sever Work	2,596.00	21.07	0.0080	0.0040	.....
Says, R. D.,	Contractor	326.15	5.12	0.0153	0.0074	.....
Schandl Bros.,	Contractors	1,215.00	9.10	0.0074	0.0038	.....
Schoenfeld, H.,	Plumbing	491.50	3.43	0.0062	0.0031	.....
Schrader, Louis,	Mining	200.00	2.90	0.0100	0.0050	.....
Schobey, L. I.,	Saw Mill	3,331.86	23.33	0.0067	0.0034	.....
Schobey Elec. Light Co.,	Light Plant	1,425.00	11.08	0.0077	0.0038	954.85
Security Bridge Co.,	Bridge Work	154,881.52	2,633.00	0.0170	0.0080	33
Seerie, Co., Edward,	Contractors	9,282.71	208.22	0.0224	0.0112	.....
Sherry, James,	Contractor	1,845.41	18.45	0.0097	0.0048	.....

## SECOND ANNUAL REPORT

## PRIVATE EMPLOYERS—Continued.

	AV.	Total Rolls Submitted	Net Prem. Paid	Rate on Pay-rolls	No. Acc.	Comp'sa- tion Pa- yed
Private Employers						
Sidney, Ice Co.,	.....	Ice Harvesting	.....	.....	.....	.....
Silver, Joseph R.,	.....	Contractor	.....	.....	.....	.....
Silver State Roads Ass'n,	.....	Road Work	1,995.00	1.3.66	.0066	2
Silver State, The,	.....	Printing	3,550.30	1.7.10	.0047	.....
Sinko, John,	.....	Contractor	2,940.50	3.88	.0010	.....
Smith, Pen S.,	.....	Steam Thresher	2,779.00	2.2.49	.0096	.....
Smitters, M. C.,	.....	Mining	600.00	8.75	.0133	.....
Smith, Elbridge M.,	.....	Mining	208.00	5.20	.0240	.....
Smith, J. S., Agt.,	.....	Mining	808.10	13.46	.0160	.....
Sound Cons. & Eng. Co.,	.....	Contractors	4,065.00	25.05	.0061	.....
Sparks, P. C.,	.....	Gravel Hauling	50,019.51	432.67	.0086	13
Speedy, John,	.....	Road Work	1,821.00	3.74	.0164	.....
Spencer, J. T.,	.....	Printing	1,500.00	12.16	.0080	.....
Stamsoe, Peter, Corp.,	.....	Contractor	1,765.30	1.54	.0013	.....
Standard Eng. Corp.,	.....	Contractors	1,765.41	12.30	.0067	.....
Steele & Co.,	.....	Printing	24,792.75	56.26	.0251	3
Stevensville Steam Laundry,	.....	Livery	1,258.20	3.65	.0023	.....
Stichen & McPherson, Corp.,	.....	Laundry	2,526.60	18.14	.0071	.....
St. James Hospital,	.....	Contracting	.....	.....	.....	.....
Stockhill, Leroy	.....	Non-hazardous	8,610.27	8.64	.0100	.....
Stocking, R. D.,	.....	Contractor	7,679.65	30.80	.0040	.....
Storer, Frank,	.....	Plumbing	1,73.05	2.09	.0115	.....
Stout, Jess U., Bridge Co.,	.....	Logging	20,342.24	92.95	.0045	6
Sturrock, John P. & H. Co.,	.....	Bridge Work	418.00	12.55	.0087	.....
Sunburst Trading Co.,	.....	Plumbing	254.40	1.93	.0039	.....
Tawaz, C. Sr.,	.....	Grain Elevator	548.00	5.49	.0100	.....
Taylor, W. H.,	.....	Blacksmith	1,072.00	6.45	.0053	.....
Tennison, L. E.,	.....	Road Work	339.75	15.61	.0442	.....
Thompson Falls Water Co.,	.....	Painting	790.50	13.17	.0164	.....
Three Forks Cop. Mining Co.,	.....	Water Works	298.69	8.41	.0268	.....
Tillman, C. F.,	.....	Mining	4,164.50	23.14	.0053	15.00
Tillman, Wm. L.,	.....	Plumbing	2,227.10	13.47	.0013	.....
Townsend Intermountain, Corp.,	.....	Road Work	7,233.70	52.68	.0071	.....
Travers, Ray O.,	.....	Printing	234.00	.52	.0022	.....
Travers, R. H.,	.....	Carpenter	278.00	4.86	.0143	.....
Tripp, John,	.....	Sidewalk Work	5,040.86	75.61	.0014	.....
Tull, Victor E.,	.....	Contractor	4,443.50	66.65	.0014	.....
Tuss, Matt Z., Coal Co.,	.....	Mining	400.00	10.00	.0250	.....
Two-Mile Concrete Corpor.	.....	Coal Mining	1,172.00	11.47	.0093	1
United States Bridge Co.,	.....	Contractors	64,479.75	280.24	.0043	14
Valley Forge Mining Co.,	.....	Bridge Work	8,471.50	69.31	.0081	2
Van Bariicom, David,	.....	Mining	24,692.10	202.98	.0081	9.00
Coal Docks	.....	Coal Docks	7,555.81	39.25	.0049	12.50

## PRIVATE EMPLOYERS—Continued.

A.V.

## INDUSTRIAL ACCIDENT BOARD

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Private Employers	Industry	Total Rolls Submitted	Net Premium Paid	Rate on Pay-Rolls	No. Acc.	Comp'sa-tion Pd.
Veatch, Co., The	Contractors	3,022.15	93.46	.0307	1	8.00
Victor Reduction Co.,	Milling Ore	24,801.33	220.12	.0088	1	49.80
Wade, Chas. H.,	Contractor	740.00	.70	.0009	...	...
Wadron, H. A.,	Steel Erector	663.58	43.13	.0648	...	...
Wadron, J. D.,	Grain Elevator	1,480.00	8.20	.0054	...	...
Wanderer, Lawrence	Brick Mfg.	419.00	7.54	.0167	...	...
Warren Construction Co.,	Contractors	75.577.29	794.31	.0105	19	266.75
Weathernhead, Frank A.,	Brick Work	6,391.25	133.30	.0208	...	...
Wells, J. A.,	Masonry Work	162.95	2.93	.0123	...	...
Wempfle & Holtz,	Contractors	531.87	10.48	.0188	...	...
Westberg Lbr. Co., A. O.	Lumber Operations	14,376.25	85.75	.0053	2	41.25
Western Electric Co.,	Printing Wiring	299.20	1.50	.0033	...	...
Western News, The	Prinring	1,652.50	5.17	.0030	...	...
West Kendall G. Mining Co.,	Mining	1,582.40	13.18	.0082	...	...
West Side Coal Co.,	Retail Coal	6,716.70	21.50	.0031	...	...
Whitcomb, Chas.,	Mining	420.00	7.50	.0167	...	...
White, J. J.,	Contractors	701.00	29.50	.0413	...	...
White Construction Co.,	Contractors	7,601.40	71.18	.0093	...	...
Wickhorst, H. D.,	Carpenter	48.75	1.70	.0208	...	...
Wilbur Transfer Co., S. R.	Transfer	973.21	8.01	.0082	...	...
Willette, Chas. W.,	Mining	2,211.83	7.31	.0031	...	...
Williams, W. T.,	Contractor	285.35	4.56	.0140	...	...
Woldston & Drumheller,	Mining	1,151.00	20.99	.0173	...	...
Wolf, Oscar F.,	Printing	2,102.89	4.59	.0019	...	...
Wood Placer Mining Co.,	Mining	5,205.58	46.78	.0088	...	...
Wynne, W. E.,	Contractor	2,112.75	16.94	.0075	1	10.00
Young, W. A.,	Mining	2,892.49	14.45	.0048	...	...
	Premium Cost	\$3,617,649.91	\$34,025.70			\$37,236.44
	Compensation Cost					.0102
						.0094
						.493

## SECOND ANNUAL REPORT

## COUNTIES

Table showing Total Payrolls Submitted by the Following Employers Plan Number 3 from July 1st, 1915, to December 31st, 1916, or eighteen months; the last Adjustment Period; Net Premiums and Net Average Rate on Payrolls and compensation Paid.

COUNTY.	Total Rolls Submitted	Net Premium Paid	No. of Accidents	Average Rate on Payrolls	Compensation Paid
Beaverhead . . . . .	\$ 38,861.16	\$ 224.35	.0057	.....	\$ 19.15
Big Horn . . . . .	23,020.59	152.07	.0066	2	57.65
Blaine . . . . .	25,564.64	174.72	.0068	1	
Broadwater . . . . .	37,845.61	236.73	.0075	.....	
Carbon . . . . .	28,603.59	180.86	.0063	1	167.50
Cascade . . . . .	64,997.86	438.20	.0068	1	75.00
Chouteau . . . . .	83,295.40	428.80	.0051	1	44.80
Custer . . . . .	56,384.88	371.85	.0065	3	196.75
Dawson . . . . .	106,851.64	702.64	.0066	.....	
Deer Lodge . . . . .	21,479.88	191.90	.0088	.....	
Fallon . . . . .	121,631.69	673.85	.0055	1	153.12
Fergus . . . . .	80,415.29	549.51	.0068	.....	
Flathead . . . . .	64,191.90	393.27	.0061	1	317.00
Gallatin . . . . .	71,987.34	626.82	.0086	2	238.58
Granite . . . . .	23,782.85	181.17	.0076	.....	
Hill . . . . .	53,509.38	331.03	.0061	.....	
Jefferson . . . . .	33,682.44	236.06	.0070	.....	
Lewis & Clark . . . . .	169,954.19	1,495.15	.0087	.....	
Lincoln . . . . .	36,962.21	331.60	.0089	.....	
Madison . . . . .	32,150.00	194.67	.0060	.....	
Meagher . . . . .	55,576.56	322.28	.0057	.....	
Mineral . . . . .	32,598.18	224.92	.0068	2	105.00
Missoula . . . . .	71,637.24	458.27	.0063	1	22.00
Musselshell . . . . .	80,670.97	588.86	.0072	.....	
Park . . . . .	38,921.85	252.76	.0064	3	134.33
Phillips . . . . .	25,087.80	230.50	.0091	.....	
Powell . . . . .	32,364.62	301.62	.0093	1	135.50
Prairie . . . . .	30,143.59	176.66	.0058	2	58.83
Ravalli . . . . .	60,592.27	385.57	.0063	2	95.50
Richland . . . . .	23,786.52	174.20	.0073	1	55.00
Rosebud . . . . .	39,301.18	258.74	.0065	.....	
Sanders . . . . .	42,520.86	282.94	.0066	1	78.33
Sheridan . . . . .	37,483.95	206.76	.0054	.....	
Silver Bow . . . . .	95,117.05	594.13	.0062	.....	
Stillwater . . . . .	247,798.39	923.54	.0037	1	120.00
Sweet Grass . . . . .	28,330.73	154.40	.0054	.....	
Teton . . . . .	33,992.69	227.00	.0066	.....	
Toole . . . . .	18,554.76	102.98	.0054	.....	
Valley . . . . .	64,151.52	396.21	.0061	.....	
Wibaux . . . . .	6,151.89	58.03	.0094	.....	
Yellowstone . . . . .	46,179.49	282.80	.0061	2	370.50
<b>TOTAL . . . . .</b>	<b>\$2,286,140.65</b>	<b>\$14,768.49</b>			<b>\$ 2,444.04</b>
Premium Cost, . . . . .					.0064
Compensation . . . . .					.0010

## CITIES.

Table showing Total Payrolls Submitted by the Following Employers Plan Number 3 from July 1st, 1915, to December 31st, 1916, or eighteen months; the last Adjustment Period; Net Premium and Average Rate of Payrolls and Compensation Paid.

CITY.	Total Rolls Submitted	\$	33,517.12	\$	374.01	.0111	1	%	22.00	Compensation Paid
		No. of Accidents		Average Rate on Payrolls						
Anaconda										
Bearcreek			823.45		1.51	.0012				
Belgrade			103.20		.93	.0090				
Belt			3,132.00		17.61	.0054				
Big Sandy			111.85		.35	.0031				
Big Timber			3,247.93		20.83	.0064	1		47.00	
Billings			124,285.96		1,105.51	.0082	8		318.42	
Boulder			794.75		4.44	.0055				
Bozeman			33,429.44		242.33	.0072	2		20.00	
Bridger										
Butte			329,220.27		3,466.76	.0105	10		492.78	
Cascade										
Chester			526.80		6.82	.0129				
Chinook			6,360.95		46.92	.0072				
Choteau			2,872.72		14.51	.0048				
Clyde Park										
Columbia Falls			623.98		3.14	.0050				
Columbus			3,853.76		18.13	.0004				
Conrad			1,931.11		19.53	.0100				
Culbertson			2,995.38		22.39	.0073	1		45.27	
Cut Bank			2,986.80		14.69	.0045				
Deer Lodge			3,712.50		24.41	.0065				
Dillon			3,957.45		20.86	.0052				
Ekalaka										
Eureka			3,447.87		22.23	.0064				
Forsyth			3,315.86		24.43	.0073				
Fort Benton			1,533.57		11.08	.0072				
Fromberg			1,425.30		3.33	.0023				
Glasgow			10,721.75		87.17	.0081			49.81	
Glendive			11,646.96		76.72	.0066	2			
Great Falls			176,649.08		1,368.73	.0077	10		206.92	
Hamilton			1,535.00		42.26	.0027				
Hardin			3,474.10		27.32	.0078				
Harlem			1,805.00		13.32	.0072				
Harlowtown			1,850.40		10.48	.0054				
Havre			32,964.66		243.89	.0073				
Helena,			100,945.81		970.25	.0096				
Hysham			300.00		1.36	.0045				
Joliet										
Judith Gap			306.30		1.00	.0032	1			
Kalispell			37,599.13		326.35	.0086	1		48.70	
Laurel			4,045.65		24.12	.0059				
Lewistown			34,401.97		331.04	.0096				
Libby			366.27		2.51	.0068				
Livingston			6,891.45		112.70	.0016				
Malta			3,976.47		16.08	.0040				
Manhattan			2,110.39		10.59	.0047				
Medicine Lake			317.57		1.00	.0031				
Melstone			2,375.00		11.20	.0047				
Miles City			66,025.12		630.65	.0095	3		28.00	
Missoula			34,071.52		256.81	.0075	2		49.85	
Moore			327.30		1.89	.0057				
Neilhart										
Philipsburg			2,748.65		14.17	.0051				
Plains			442.75		2.38	.0053				
Plentywood			1,975.87		13.61	.0068				
Polson			2,135.93		9.52	.0044				
Pony			248.90		.78	.0031				
Red Lodge			13,831.55		122.57	.0088				
Roundup			7,165.10		38.08	.0053				
Shelby			1,660.00		10.18	.0061				
Sheridan			697.25		5.20	.0074				
Sidney			2,194.96		11.19	.0051				
Stanford			262.85		2.40	.0091				
Stevensville			1,437.51		9.31	.0064				

## SECOND ANNUAL REPORT

## CITIES—Continued.

CITY.	Total Rolls Submitted	Net Premium Paid	Average Rate on Payrolls	No. of Accidents	Compensation Paid
Terry .....	176.60	1.43	.0081		
Thompson Falls .....	518.60	3.03	.0058		
Three Forks .....	1,467.45	7.82	.0053		
Townsend .....	3,656.64	21.91	.0069		
Troy .....	1,207.15	4.72	.0039		
Twin Bridges .....	704.45	7.18	.0001		
Valier .....	226.97	1.67	.0073		
Virginia City .....	777.05	4.94	.0063		
Wolf Point .....					
Walkerville .....	7,057.64	30.80	.0043		
Whitefish .....	1,848.70	9.40	.0050		3.00
White Sulphur Springs .....	2,568.78	20.96	.0081		
<b>TOTAL</b> .....	<b>\$1,157,928.27</b>	<b>\$10,407.44</b>		<b>42</b>	<b>\$ 1,331.75</b>
Premium Cost .....					.0088
Compensation Cost .....					.0011

## SCHOOL DISTRICTS.

Table Showing Total Payrolls Submitted by the Following Employers Plan Number 3 from July 1st, 1915, to December 31st, 1916, or eighteen months; the Last Adjustment Period. Net Premium and Average Rate on Payroll and Compensation Paid .

	Total Rolls Submitted	Net Premium Paid	Average Rate on Payrolls	Number of Accidents	Compensation Paid
Baker Sch. Dis., No. 12 .....	1,320.00	7.20	.0053	..	..
Bearcreek Sch. Dis., No. 31 .....	1,326.25	7.98	.0052	..	..
Belgrade Sch. Dis., No. 4 .....	2,052.59	12.84	.0058	..	..
Belt Sch. Dis., No. 29 .....	2,469.60	16.17	.0064	..	..
Billings Sch. Dis., No. 29 .....	17,558.75	7.16	.0062	..	..
Boulder Sch. Dis., No. 7 .....	1,129.00	7.16	.0062	..	..
Bozeman Sch. Dis., No. 7 .....	4,702.00	31.42	.0066	..	..
Butte Sch.-Dis., No. 1 .....	73,521.85	526.27	.0071	..	..
Chinook Public Schools .....	1,305.00	8.85	.0061	..	..
Choteau Sch. Dis., No. 1 .....	1,905.00	11.23	.0057	..	..
Clyde Park Sch. Dis., No. 41 .....	520.00	3.34	.0057	..	..
Columbia Falls Sch. Dis., No. 6 .....	1,529.20	3.34	.0057	..	..
Conrad Sch. Dis., No. 10 .....	1,445.00	9.07	.0062	..	..
Culbertson Sch. Dis., No. 17 .....	1,090.00	7.14	.0064	..	..
Columbus Sch. Dis., No. 6 .....	1,567.50	10.63	.0063	..	..
Cut Bank Sch. Dis., No. 15 .....	1,238.99	11.39	.0088	..	..
Dawson County Free High Sch. ....	1,200.00	4.00	.0033	..	..
Deer Lodge Sch. Dis., No. 1 .....	1,200.00	8.50	.0066	..	..
Dillon Sch. Dis., No. 10 .....	2,699.50	17.48	.0062	..	..
Ekalaka Sch. Dis., No. 15 .....	1,128.95	7.83	.0062	..	..
Fort Benton Sch. Dis., No. 1 .....	2,010.25	11.70	.0054	..	..
Geraldine Sch. Dis., No. 44 .....	890.00	5.02	.0056	..	..
Glendive Sch. Dis., No. 1 .....	2,859.10	19.86	.0066	..	..
Great Falls Sch. Dis., No. 1 .....	22,680.20	135.63	.0059	1	13.00
Hamilton Sch. Dis., No. 3 .....	3,374.11	23.41	.0068	..	..
Harlem Sch. Dis., No. 12 .....	950.00	6.17	.0063	..	..
Harlowton Sch. Dis., No. 16 .....	1,560.00	8.49	.0051	..	..
Helena Sch. Dis., No. 1 .....	18,388.20	120.85	.0065	1	11.00
Kalispell Sch. Dis., No. 5 .....	5,061.15	31.68	.0061	..	..
Laurel Sch. Dis., No. 7 .....	4,293.80	29.60	.0067	..	..
Lewistown Sch. Dis., No. 1 .....	5,400.00	36.00	.0066	..	..
Libby Sch. Dis., No. 4 .....	2,049.70	15.27	.0073	..	..
Livingston Sch. Dis., No. 4 .....	6,711.99	43.01	.0064	..	..
Miles City Sch. Dis., No. 1 .....	7,905.50	51.85	.0064	..	..
Philipsburg Sch. Dis., No. 1 .....	1,805.00	11.42	.0066	..	..
Plentywood Sch. Dis., No. 20 .....	1,145.00	8.02	.0069	..	..
Roundup Sch. Dis., No. 55 .....	4,065.26	35.65	.0086	..	..
Sheridan Sch. Dis., No. 5 .....	919.93	6.16	.0065	..	..
Terry Sch. Dis., No. 5 .....	1,652.10	10.87	.006	..	..
Stanford Sch. Dis., No. 12 .....	1,165.00	8.38	.0068	..	..
Thompson Falls Sch. Dis., No. 2 .....	1,350.00	9.00	.0066	..	..
Townsend Sch. Dis., No. 7 .....	1,380.00	9.40	.0066	..	..
Troy Sch. Dis., No. 1 .....	670.25	4.03	.0059	..	..
Twin Bridges Sch. Dis., No. 7 .....	759.25	4.35	.0052	..	..
Valier Sch. Dis., No. 18 .....	795.00	5.65	.0071	..	..
Virginia City Sch. Dis., No. 1 .....	650.00	4.16	.0061	..	..
Whitefish Sch. Dis., No. 44 .....	2,395.00	15.78	.0062	..	..
Whitehall Sch. Dis., No. 4 .....	2,086.43	18.66	.0086	..	..
White Sul. Sprgs. Sch. Dis., No. 18 .....	1,275.00	8.45	.0063	..	..
Wibaux Sch. Dis., No. 6 .....	1,057.50	7.72	.0066	..	..
<b>TOTAL .....</b>	<b>\$228,213.90</b>	<b>\$1,538.92</b>		<b>2</b>	<b>\$24.00</b>

Premium Cost or Average Rate All School Districts ..... 0067

## SECOND ANNUAL REPORT

## EMPLOYERS PLAN NUMBER THREE

From December 31st, 1916, to June 30th, 1917, whose payrolls have not been adjusted, showing Premium and Compensation Paid only.

NAME.	Industry.	No. of Accidents.	Premium	Compensa- tion Paid.
Adams W. L.,	Contractor			
Albright, C. F.,	Contractor			
Alta Montana Mining Co.,	Mining	104.30		
Anaconda Overland Co.,	Garage	13.00		
Ash Brothers,	Coal Mining	24.17		
Baker Brothers,	Logging	192.13	1	13.50
Baldwin Lumber Co.,	Retail Lumber	6.67		
Barr & Priem,	Non-hazardous	2.00		
Bell & Frandsen,	Contractors	35.00		
Bembrick Ranch Co.,	Traction Engine	25.00		
Bendsten, A.,	Contractor	36.67		
Botts & Bingham,	Paving Contractors	9.00		
Bielenberg, N. J.,	Mining	21.60		
Btner, E. H.,	Carpenter	5.25		
Blair, D. E.,	Saw Mill	13.20		
Bliss, Guy P.,	Contractor	20.31		
Bowden & Junod,	Mining	11.60		
Bradford Co.,	Teaming	6.05		
Brownlow & Parker,	Mining	3.80		78.00
Buckley, Wm. H.,	Excavating	18.75	1	
Buena Vista Mines Co.,	Mining	6.95		
Builders Brick Co., Inc.,	Brick Mfg.	9.00		
Chinook Milling & Elev. Co.,	Flour Mill			
Cameron Ck. Telephone Co.,	Rural Telephone			
Canary, E. G.,	Mining	6.24		
Caswell, J. M.,	Coal Mining	11.05		
Christensen & Fredericksen,	Contractors	31.50		
Clark & Rosignal,	Lumber Operations	41.55		40.02
Clarke, W. W.,	Contractor	24.50		
Cochran & Sons, T. H.,	R. R. Contractors			
Collinson, Smith,	Logging	38.80	2	85.93
Courtney Brothers,	Mining	38.52		
Cruse Grass Valley Co.,	Mining			1
Crystal Copper Co.,	Mining	70.65		
Daly, Jesse,	Mining	21.28	1	
Davidson, W. J.,	Contractor	7.50		
Decarie Incinerator Co.,	Creamatories	42.65		
Devine, Pat,	Logging	13.75	4	
Dollis, Geo. W.,	Mining	22.66		
Donlan-Kroger & Mussigbrod,	Mining	10.80		
Economy Power Co.,	Power Plant	9.62		
Eddy Steam Bakery,	Bakery	12.29		
Erickson, J. M.,	Lumber Work			
Fairbault Mining Co.,	Mining	15.00		
Falberg, S. L.,				1
Farmers Elevator Co., Stanford,	Grain Elevator	4.87		
Farmers Co-op. Ass'n, Winifred,	Grain Elevator	6.37		
Farmers Prod. Co., Big Sandy,	Grain Elevator	9.97		
Fischer & Brown,	Mining			
Forman, S. A.,	Logging	27.92		
Forseen & Settergren,	Contractors	29.72		
Freebury, Gus,	Mining	6.90		
Furnace Ck. Oxide Cop. Co.,	Mining	105.00	7	
Gagnon & Co.,	Contractors	31.20		
Games, John O.,	Contractor	31.13		
Garber, W. E.,	Tinsmithing	7.50		
Geist, W. L.,	Contractor	20.04		
General Construction Co.,	R. R. Contractors	84.56	3	38.50
German, Glenn A.,	Concrete Work	55.37		
Gildford Tribune,				1
Gilmore & Marron,	Ditch Digging	9.00		
Gilt Edge Lease, Co.,	Mining	15.00		
Gold Leaf Mining Co.,	Mining	16.50		
Grant-Smith & Company,				13
Gronberg & Fisher,	Butcher Shop	7.54		
Grossman, Samuel,	Garage	14.69	1	43.00
Guthrie-McDougall Co.,	Railroad Contr.		.26	
Hall, James M.,	Mining	18.00		
Harper, Robert L.,	Logging	92.54		
Harrison, J. Fred,	Coal Dealer	2.12		
Heckman, Frank N.,	Laundry	3.07		

## EMPLOYERS PLAN NUMBER THREE—Continued.

NAME.	Industry.	Premium	No. of Accidents.	Compensa- tion Paid.
Helena Dairy Products Co.,	Dairy Products.....	12.25		
Helena Machinery & Junk Co.,	Machinery Installing	11.34		
Hingeveld, John H.,	Contractor .....	8.75		
Holmes, C. R.,	Logging .....	56.54	1	59.91
Howe, Chas. E. & Sam Steel,	Contractors .....	28.00		
Independent Mining Co.,	Coal Mining .....	22.30		
Jemison, A. J.,	Saw Mill .....	32.50		
Johnston, Hugh,	Contractor .....	70.40		
Jud th Mont. G. Mining Co.,	Mining .....	30.00		
Julia Mining Co.,	Mining .....	27.51		
Klinke, P. V.,	Logging .....	29.73		
Laird, C. W.,	Contractor .....	10.22		
Lacques, Louis,	Mining .....	6.30		
Latchem, Harry,	Lumber Mfg. ....	37.50		
Leach, O. C.,	Laundry .....	8.10	1	
Lena, Thompson & Carpeta,	Mining .....			
Lepp, Louis F.,	Electrical Works....	3.60		
Libby Steam Laundry,	Laundry .....	2.08		
Linn, John & Julius Anderson.	Mining .....	21.96		
Locke, Jerome A.,	Printing .....			1
Lorraine, Fred M.,	Painting .....			
Lorey, Chas. W.,	Painting .....	2.50		
Lukens Hazel Mining Co.,	Mining .....	58.28		
Lungren & Stroh,	Mining .....	24.75		
Lung, N. A. & W. E. Seoss,	Logging .....	10.59		
McGregor & Co.,	R. R. Contractors .....	140.00	1	
McGuire, J. C.,	Mining .....	2.56	1	
McLeod, Clifford,	Cabinet Work.....			
McMinnemee, J. S.,	Mining .....	17.50		
McPherson, W. G. & Co.,	Ventilating Systems	4.00		
Majestice Bottling Co.,	Bottling Works .....	3.72		
Manganese Mining Co.,	Mining .....	7.16		
Martin, B. J.,	Contractor .....	9.08		
Maybird Mining & Milling Co.,	Mining .....	18.90		
Mellies, O. H. S.,	House Moving .....	21.00		
Mentrum Co., R. S.,	Garage .....	7.88		
Merger, J. F., Leasee,	Mining .....	33.26		
Midway Telephone Co.,	Telephone Line.....	.06		
Miller, W. D.,	Printing .....	.85		
Mineral State Oil & Gas Co.,	Well Drilling .....			
Miracle Engineering Co.,	Engineering .....	1.41		
Missouri Mining Co.,	Mining .....	23.62		
Monarch Construction Co.,	Contracting .....	1.60		
Moncrieff, Robert,	Contractor .....	29.88		
Montana Mining Co.,	Mining .....	33.60		
Montana-Utah Sugar Co.,	Sugar Factory .....	25.59	1	
Mont. Western Lbr. Co.,	Lumber .....		2	
Montana Zinc Co.,	Mining .....	31.80		
Morin Lumber Co.,	Logging .....	4.20		130.00
Morton & Cunningham,	Contractors .....	31.48		
Mount. Royal Mines Co.,	Mining .....	34.70		
Mowatt & Cannon,	Contractors .....	4.15	5	
Muffy, Chas. S.,	Mining .....	12.48	2	37.10
Mullin, W. B.,	Plumbing .....	21.69		
Mulvihill, Thos. P.,	Contractor .....	46.00	1	
Newton, L. C.,	Mining .....	7.77		
New York-Mont. Test & E. Co.,	Milling Ore .....	71.47	1	
Nordahl, Andrew,	Contractor .....	1.09		
Nordquist, Gust,	Sewer Work .....	155.89		
Norvell, Joseph D.,	Butcher Shop .....	1.30		
Olson, Geo. B.,	Saw Mill .....	15.00		
Olson, Julius W. C.,	Carpenter .....	7.00		
Orr, David A.,	Plumbing .....	3.95		
Ostronich, M. R.,	Mining .....	38.40		
Peek, E. D. & Co.,	Carpenter .....	4.20		
Peterson, Carl,	Clearing Land .....	37.50		
Pitt Copper Mining Co.,	Mining .....	30.00	1	85.00
Pittsburgh-Minah Dev. Co.,	Mining .....			
Plentywood Electric Co.,	Light Plant .....	7.52		
Polar Bear, Inc., The	Candy Factory.....	6.36		
Rainville, D. E.,	Mining .....	7.20		
Ringeling, Nicholas B.,	Mining .....	11.40		

## SECOND ANNUAL REPORT

## EMPLOYERS PLAN NUMBER THREE—Continued.

NAME.	Industry.	Premium	No. of Accidents.	Compensation Paid
Romek & Klimas, . . . . .	Coal Mining . . . . .	15.00		
Rosenfield, I & Sons, . . . . .	Mining . . . . .	15.00		
Ross, Percy M., . . . . .	Ditch Contractor . . . . .	13.00		
Rosignal & Clark, . . . . .	Logging . . . . .		1	
Rowand, John A., . . . . .	Mining . . . . .	9.25		
Schefsick, Elmer, . . . . .	Contractor . . . . .	14.43		
Schierts, Peter, . . . . .	Non-hazardous . . . . .	3.31		
Sears, Frank, . . . . .	Saw Mill . . . . .	25.00		
Shinner-Kelly Fur. Exchange, . . . . .	Non Hazardous . . . . .	20.10		
Silver, Z. B., . . . . .	Garage . . . . .	3.25		
Slick, Frank J., . . . . .	Saw Mill . . . . .	12.50		
Grant, Smith & Co., . . . . .	R. R. Contractors . . . . .	361.98		117.50
Smith, Walter S., . . . . .	Non-hazardous . . . . .			
Smith & Campbell, . . . . .	Saw Mill . . . . .			
Smuggler Mining Co., . . . . .	Mining . . . . .	5.65		
Star Coal Co., . . . . .	Coal Mining . . . . .	44.02		
St. Louis Mng. & Dev. Co., . . . . .	Mining . . . . .		1	
Stuart Mining Co., . . . . .	Mining . . . . .		1	
Sullivan, Wm., . . . . .	Garage . . . . .	3.00		
Swastike Lease, . . . . .	Mining . . . . .	24.60		
Sweeney, D. C., . . . . .	Excavating . . . . .			
Tatley, John, . . . . .	Painting . . . . .	1.50		
Thayer, W. A., . . . . .	Contractor . . . . .	7.00		
Theriault, W. J., . . . . .	Logging . . . . .	57.13		
Triumph Gold Mining Co., . . . . .	Mining . . . . .	34.34		
Turner & Rogers, . . . . .	Logging . . . . .	79.04	1	51.86
Vandor Mlning Co., . . . . .	Mining . . . . .	10.50		
Van Gundy, J. E., . . . . .	Mining . . . . .	14.55		
Wales Brothers, . . . . .	Saw Mill . . . . .	6.25		
Webb, M. B., . . . . .	Logging . . . . .	27.00		
White, Roland J., . . . . .	Street Work . . . . .	15.20		
Wicksell, C. H., . . . . .	Contractor . . . . .			
Williams, B. M., . . . . .	Well Drilling . . . . .	.90		
Wilson & Co., . . . . .	Non-hazardous . . . . .	4.86		
Windfall Placer Mining Co., . . . . .	Mining . . . . .	30.00		
Wolf Creek Copper Co., . . . . .	Mining . . . . .	16.00		
Wright & Edwards Mining Co., . . . . .	Mining . . . . .	60.00		
Wulff, Iver, . . . . .	Mining . . . . .			
		\$4,005.71		\$780.32

# “ I F ”

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WITH APOLOGIES TO RUDYARD KIPLING

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1. If you can hold your tools when all about you  
Are dropping theirs and blaming it on you;  
If you practice “safety first” when others doubt you  
And make allowance for their doubting too;  
If you can wait and be more safe by waiting,  
Or, in a hurry, not careless in your haste;  
Or take the time to replace a grating  
Another’s life to save from needless waste.
  
2. If you can work and not make work your master;  
If you can think of “saftey first” each day;  
If you can meet your job and do it faster  
By being safe then, friend, be safe, I say.  
If you can bear to have the foreman tell you  
To wear your goggles, or bend protruding nails,  
And get the habit so he don’t have to yell to  
You as one who, working careless, fails.
  
3. If you can make one pile of your merits,  
Nor risk them all by careless once;  
You’ll miss the lot that every fool inherits,  
Who’s pushed aside for being such a dunce.  
If you can force your heart and nerve and sinew  
To make things safe for all your fellow-workers,  
You’ll have credit for all the good that’s in you;  
Your fellows, too, will never act as shirkers.
  
4. If you can talk to men about the virtue  
Of being safe before the job is started;  
They’ll do their work, they’ll not try to hurt you;  
”Tis confidence to them you have imparted.  
If you can fill the ever-living minute  
With sixty seconds worth of work, my son,  
Yours is Success with all the “Safety” in it,  
And—which is more—as a careful man you’ve won.

JAMES WILLIAM BUNT,

American Safety Review.

Machinist, Globe Plant.

**REPORT : ROY SIEGER, CLERK OF THE BUREAU OF  
SAFETY INSPECTION.**

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Hon. A. E. Spriggs, Chairman,  
Industrial Accident Board,  
Helena, Montana.

Dear Sir:

Complying with your request for data relative to the work performed by the different departments of which I am the record keeper, since March 5th, of the present year, I beg leave to submit the following, which I trust you will find satisfactory.

The Fifteenth Legislative Assembly of the state of Montana placed the departments of Coal Mine Inspection, Quartz Mine Inspection, and Boiler Inspection under the supervision of the Industrial Accident Board and combined the three into one department, known as the Bureau of Safety Inspection.

Previous reports of the Boiler Inspection Department included data up to November 30th, 1916, which was the close of the fiscal year.

The Bureau of Safety Inspection was placed under the supervision of the Industrial Accident Board March 5, 1917. From December 1st, 1916, to March 5, 1917, this bureau, while still operating under the original law, prior to its amendment by the Fifteenth Legislative Assembly, collected boiler fees of \$465.00 and license fees of \$1,857.50 a total of \$2,322.50. This amount is not included in the following report, which only covers the period of time from March 5th, 1917 to June 30th, 1917.

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**NUMBER OF VARIOUS CLASSES OF LICENSES ISSUED, TOGETHER WITH FEES, BY MONTHS.**

Class of License	MARCH No. Fees	APRIL No. Fees	MAY No. Fees	JUNE No. Fees
First Originals.....	9 \$ 67.50	13 \$ 97.50	17 \$127.50	16 \$120.00
Second Originals .....	25 125.00	21 105.00	20 100.00	31 155.00
Third Originals .....	59 177.00	59 177.00	48 144.00	74 222.00
Traction Originals .....	26 78.00	102 306.00	73 219.00	74 222.00
A. & E. Originals.....	.. ..	.. ..	3 20.00	4 20.00
First Renewals .....	97 97.00	102 102.00	86 86.00	68 68.00
Second Renewals .....	58 58.00	56 56.00	45 45.00	42 42.00
Third Renewals .....	94 94.00	102 102.00	79 79.00	62 62.00
Traction Renewals .....	55 55.00	99 99.00	129 129.00	85 85.00
A. & E. Renewals.....	3 3.00	7 7.00	.. ..	1 1.00
Cuts & Rejections .....	35.00	74.00	39.00	23.00

**BOILER AND LICENSE FEES, COLLECTED BY MONTHS, TOGETHER WITH TOTAL FEES.**

MONTH	Licence Fees	Boiler Fees	Total Fees
March	\$ 789.50	\$ 570.00	\$1,359.50
April	1,125.50	865.00	1,990.50
May	988.50	2,515.00	3,503.50
June	1,020.00	1,885.00	2,905.00
	<hr/>	<hr/>	<hr/>
	\$3,923.50	\$5,835.00	\$9,758.50

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**TOTAL NUMBER OF BOILERS INSPECTED BY EACH INSPECTOR, TOGETHER WITH FEES PAID AND UNPAID, FROM MARCH**

1ST, 1917, TO JUNE 30TH, 1917.

	PAID		UNPAID		TOTAL	
	Boilers	Fees	Boilers	Fees	Boilers	Fees
R. Moran	500	\$3,915.00	120	\$1,035.00	620	\$4,950.00
F. Coburn	180	1,105.00	47	265.00	227	1,370.00
R. A. Prater	132	815.00	118	735.00	240	1,550.00
Totals	812	\$5,835.00	285	\$2,035.00	1107	\$7,870.00

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**NUMBER OF APPLICANTS EXAMINED BY VARIOUS INSPECTORS FOR THE DIFFERENT CLASSES OF LICENSES, TOGETHER WITH FEES RECEIVED.**

INSPECTOR	MARCH		APRIL		MAY		JUNE	
	Number Applicants	Fees Received	Number Applicants	Fees Received	Number Applicants	Fees Received	Number Applicants	Fees Received
Percy L. Brown	19	\$ 79.00	87	\$ 395.00	50	\$ 267.50	90	\$ 390.50
Richard Moran	60	307.50	11	97.50	27	224.00	21	161.00
Frank Coburn	.....	.....	21	88.00	28	113.50	25	113.00
R. A. Prater	9	37.00	24	129.00	6	27.00	15	59.50
G. A. Redding	3	9.00	406.00	.....	356.50	.....	296.00	.....
Roy Sieger	....	337.00	143	\$ 1,125.50	111	\$ 988.50	151	\$1,020.00
Totals	91	\$ 789.50						

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**BOILER AND LICENSE FEES RECEIVED BY YEARS, TOGETHER WITH NUMBER OF BOILERS INSPECTED AND INSPECTORS EMPLOYED.**

YEAR	In-spectors Employed	Number Boiler Inspected	Boiler Fees	License Fees	Total Fees
1901	2	738	\$ 4,775.00	\$4,404.50	\$ 9,197.50
1902	2	867	5,470.00	4,098.00	9,568.00
1903	2	903	5,655.00	4,151.50	9,806.50
1904	2	982	5,880.00	4,175.00	10,055.00
1905	3	1,306	8,255.00	5,198.50	13,453.50
1906	3	1,474	9,210.00	6,531.50	15,741.50
1907	3	1,559	9,845.00	8,304.50	18,149.50
1908	3	1,734	11,380.00	7,371.50	18,751.50
1909	3	1,800	11,880.00	7,623.00	19,503.00
1910	3	2,021	10,425.00	9,034.00	22,459.00
1911	4	2,202	15,130.00	8,235.50	23,365.50
1912	4	2,020	13,935.00	8,354.50	22,289.50
1913	4	2,260	15,260.00	9,181.50	24,441.50
1914	4	2,041	13,250.00	8,009.00	21,259.00
1915	4	1,919	12,185.00	8,386.50	20,571.50
1916	4	1,960	11,135.00	8,859.00	19,994.00

## SECOND ANNUAL REPORT

**SALARIES AND EXPENSES OF VARIOUS INSPECTORS, TOGETHER  
WITH NUMBER OF BOILERS INSPECTED, AND COST PER  
BOILER INSPECTED.**

INSPECTOR	Salary	EXPENSE				Total Salary & Expense	Cost Per Boiler Inspected
		March	April	May	June		
R. Moran	\$800.00	\$125.70	\$181.50	\$269.25	\$238.55	\$1,615.00	\$2,604.83
R. A. Prater	800.00	19.00	106.75	94.90	108.30	1,128.95	4.7039
Frank J. Coburn	600.00	.....	26.75	20.35	14.00	661.10	2.9123

**FINANCIAL STATEMENT, BOILER INSPECTION DEPARTMENT, FROM  
MARCH 1ST, 1917, TO JUNE 30TH, 1917.**

## RECEIPTS

From Appropriations—	
For salaries and expenses .....	\$ 4,681.02
Unexpended balance .....	<u>12,618.98</u>
	\$17,300.00
From Office Receipts—	
License fees .....	\$ 3,923.50
Boiler fees .....	<u>5,835.00</u>
	9,758.50
Total .....	<u>\$27,058.50</u>

## DISBURSEMENTS.

Salaries and expenses .....	\$ 4,681.02
Balance of appropriation unexpended .....	<u>12,618.98</u>
	\$17,300.00
Amount paid into State Treasury .....	9,758.50
Total .....	<u>\$27,058.50</u>
Receipts of office .....	\$9,758.50
Expenses of office .....	<u>4,681.02</u>
Surplus .....	\$5,077.48

**FINANCIAL STATEMENT, COAL MINE INSPECTION DEPARTMENT,  
FROM MARCH 1ST, 1917, TO JUNE 30TH, 1917.**

From Appropriations—	
For salary and expenses .....	\$1,354.07
Unexpended balance .....	<u>3,145.93</u>
Total .....	<u>\$4,500.00</u>

**FINANCIAL STATEMENT, QUARTZ MINE INSPECTION DEPARTMENT,  
FROM MARCH 1ST, 1917, TO JUNE 30TH, 1917.**

From Appropriations—	
For salary and expenses .....	\$2,005.70
Unexpended balance .....	<u>4,994.30</u>
Total .....	<u>\$7,000.00</u>
Respectfully submitted,	
ROY SIEGER, Clerk,	
Bureau of Safety Inspection.	
Helena, June 30th, 1917.	

**REPORT: BOILER INSPECTOR RICHARD MORAN.**

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Hon. A. E. Spriggs, Chairman,  
Industrial Accident Board,  
Helena, Montana.

Dear Sir:

I beg to submit herewith a brief report covering my work as Boiler Inspector during the period since my appointment by the Board on March 5th, 1917.

I have made several inspection trips through my district, the first one being to Kalispell and the country adjacent thereto, and along the line of the Great Northern Railway from Havre west. This trip is always made as early in March as possible in order that the boilers at the various lumber plants in that section may be inspected and put in shape for the season's work. Later on I made another trip through that section to inspect boilers at other plants such as mills and mines which could not be gotten ready at the time of my first visit, and also to inspect the traction engines and the low pressure or heating plants which latter were in use at the time of my first visit.

I have also made visits to the country along the Great Northern Railway east of Havre to the Dakota line, have stopped several times in Great Falls and Havre, and will later on make a second trip over this country. This method of work in these sections takes me there at times when the boilers of various mines can best be reached for inspection and results in a very thorough clean-up of the territory—it also serves to give applicants for examination for engineers' licenses a chance to meet me for such examination.

Before going on inspection trips, notice is sent to owners and users of boilers, setting a date when I will visit them and make inspection of their boilers, and notice is also sent to applicants for license, advising them when and where they can meet me for examination. This involves much work, but it is productive of good results, and is an arrangement that is appreciated by the steam users, as it enables them to be ready for inspection without serious delays or loss of time.

I have also made a trip to Lewistown and the country tributary thereto, and will later make a second trip there. I have also been in the Townsend and Winston district and

have made several trips in the Boulder district, and will be in each of them several times again.

The same method of notifying steam users and applicants for licenses is used in all trips, as detailed above.

In examining boilers, I always use if possible, hydrostatic pressure. In some few cases where water is not available, I use the hammer test as provided by the boiler inspection law. In all cases I give the boilers a very complete and thorough inspection, both externally and internally, and order such changes and repairs as I find are required and essential for the safe and proper operation of the boilers.

From March 1st, to June 30th, I inspected 620 boilers and examined 287 applicants for engineers' licenses, collecting in fees \$6,310.50, at a cost for salary and traveling expenses of \$1,516.00.

In addition to the boiler examinations I make safety inspections of the other machinery in flour mills, lumber and saw mills, laundries, breweries, etc., and report on them to the Board.

I wish to say that the owners and users of steam plants and the engineers in charge of same are always ready for me on my arrival, and afford me every facility and possible assistance in the discharge of my official duties. They readily, cheerfully and favorably comply with my instructions as to repairs, and I take this opportunity to extend to them all my hearty thanks for their uniform courtesy and aid. I wish also to thank the owners of the other machinery for their kindness and courtesy.

As the details of the inspection work will be reported to you by Mr. W. Roy Sieger, Clerk of the Department, I will not attempt to detail it here.

I wish to thank you and the other members of the Board for your kind and courteous aid to me in the discharge of my official duties.

I have the honor to be,  
Very respectfully yours,  
RICHARD MORAN,  
Boiler Inspector Northern District.  
Helena, June 30th, 1917.

**REPORT: BOILER INSPECTOR, FRANK COBURN.**

Industrial Accident Board,  
Helena, Montana.

Gentlemen:

I herewith respectfully submit to you my report as boiler inspector for the western district of Montana, covering the period of time from April 1st, 1917, up to and including June 30th, 1917, or 90 days.

During this time I have inspected 227 boilers and 59 applicants for engineers' licenses. From this work there has been realized for the State \$1,852.50, against an expenditure including my salary of \$661.10.

In compliance with your suggestion about making statement to the public on the work and conditions pertaining to the work of this office as I have found them in the short time that I have had the honor of holding the office, I wish to state at this time that I receive a great deal of help when I am inspecting the boilers especially from the large companies of this district. They have everything in readiness for me after being notified that I will inspect the boilers on a certain date, which is a great help to me.

There is a portion of my district which I have not been able to visit up to this time and I do not know what conditions may be there. As I have only been in office a few months, and not familiar with conditions all over the district, I could not make any extended statement as to the conditions, but probably in my next report to your office I will be able to suggest a means of bettering the service of this department, and will at that time submit to you my views on that matter.

Since my tenure of office there has not been an accident in this district due to defective boilers or any trouble of any kind. I am of the opinion that the office of Boiler Inspector will work very satisfactorily under the supervision of the State Industrial Accident Board.

Very truly yours,  
**FRANK COBURN,**  
Boiler Inspector Western  
District.  
Butte, June 30, 1917.

**REPORT: BOILER INSPECTOR, G. A. REDDING.**

Hon. A. E. Spriggs, Chairman,  
Industrial Accident Board,  
Helena, Montana.

Dear Sir:

In accordance with your request for information relative to work performed by me as examiner of applicants for engineers' licenses, I herewith respectfully submit the following:

For Licenses by months, together with fees Received.

Month	Applicants Examined	Fees Received
March	3	\$ 9.00
April	24	139.00
May	6	27.00
June	15	59.50
Total	48	\$234.50

Many of these applicants traveled quite a distance for the purpose of taking the examination provided by law governing the issuance of licenses to engineers and would have been greatly disappointed if there had been no one in the Boiler Inspector's office in this city to have examined them. Others who were examined had business in Helena, and while here requested that they be given an examination.

As the work assigned me at first consisted only of the examining of applicants for licenses whenever they presented themselves at the office of the Board in the city of Helena, there is very little that I can submit in the nature of a report of what I have done, other than that enumerated above, except possibly to state that in connection with my work on the staff of firemen and engineers in charge of the state capitol building that I am at all times on hand to conduct the examination of any applicant who may present himself for that purpose.

The fees that I have collected for the state for these services aggregates nearly twice as much as the amount of salary I have been paid, thereby indicating that my work is a source of profit to the state.

Assuring you of my willingness and desire to promptly observe any orders or instructions given, I remain,

Very respectfully yours,

G. A. REDDING, Inspector.

Helena, June 30, 1917.

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Note: Inspector of boilers, R. A. Prater, did not submit a report. The data furnished by him to the Department indicates that since March 5, 1917, up to June 30, 1917, he has inspected 240 boilers, and examined 83 applicants for licenses, collecting account of same, for the state, \$1,901.50 against an expense account, including salary of \$1,128.95.

Board.

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#### REPORT OF QUARTZ MINE INSPECTOR, W. B. OREM.

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Hon. A. E. Spriggs, Chairman,  
Industrial Accident Board,  
Helena, Montana.

Your Honorable Board:

Herewith find a brief report of the work done by Inspectors Orem and McGrath, covering a period of four months, from March 1st to June 30, 1917.

The year 1917 gave promise to equal in production, the year 1916. For the first few months the prices of the various minerals were higher than usual and a most favorable year for the mining industry was predicted, until the 9th of June, when the labor trouble began. While the mines have been working since that time, they have been short-handed but it is hoped that conditions will return to normal and the industry get back to where it was before the trouble.

#### SCOPE OF INDUSTRY.

How far-reaching is the mining industry and what it means to the life and growth of the state, the average person cannot understand; one must be conversant, else the mere statement herein published may seem like empty words, so

astounding is its meaning. How many people living in the rural communities of Montana realize that the mines, mills and smelters of the state, not including the coal mines, give employment to 24,000 workmen, at the highest wages paid in the world. How many people appreciate the fact that the mines of Butte and the reduction works at Anaconda and Great Falls, directly feed and clothe more than 100,000 of the population of the state.

Over two-thirds of the mineral output of Montana comes from the Butte district. The payroll of that district is the largest in the world for a city of equal population. The Butte Hill, upon and around which the remarkable mining district is established, has given to the world one thousand million dollars in copper ore, and it is estimated that many times that quantity yet lies stored beneath the city's streets. In short, all of the producing mines of the state could be located upon one big, healthy farm, such as many of Montana's prosperous farmers own.

It is gratifying to note that the old prejudice of the countrymen—farmer or cattle raiser—against the mining industry, is dying out. Formerly, a keen feeling of distrust was rampant in the state, one section against the other. This was based largely upon a misunderstanding and misconception of the actual facts. It was formerly argued by the residents of the "Cow Counties" that the big mining operators dug out the metals, sold them, and sent all the proceeds east to enrich the wealthy stockholders, but such is far from the truth. The facts are that for every \$3.00 taken from the ground in Montana, in the form of mineral wealth, \$2.00 remains in the state, and from \$50,000,000.00 to \$100,000,000 are paid out by mining companies of Montana, each year, for labor and supplies.

The mining centers of Montana are the largest consuming districts. Statistics show that the city of Butte, alone, with a hundred thousand citizens, consume as much as other cities of nearly double the size. The products, or a large part of them, come from Montana farms and Montana valleys. Hay, grain, fruit, meats and dairy products pour into Butte in enormous quantities, in exchange for which the mining operator gives the money he receives for his mineral output.

It is a reciprocity that is logical and natural; it means that the mining districts of Montana need agricultural districts, and by the same sign, the agricultural districts need the aid of the mining districts, all part and parcel of the great commonwealth of Montana, and if they co-operate as they should, for the advancement and upbuilding of Montana, the state will shortly take its place at the very top of the list, in wealth, power and prestige. The mining and farming industries of Montana pay the bulk of the taxes and contribute very materially to the substantial development of the state.

Each year brings a new demand for some mineral that could not hitherto be mined at a profit. Within the last few months, manganese mining is quite a factor. The little camp of Philipsburg is producing more manganese than the whole of the United States, and giving the men that are mining it, a handsome profit. It is the finest grade of manganese to be found in paying quantities. The daily output is about five hundred tons per day. The town of Philipsburg has the appearance of the old time days in Butte. Ore teams hauling ore through the main street of the town give the place an air of prosperity.

It was only a few years ago that the production of zinc was little heard of in this state, but at the present time it is a close rival to the copper industry; let us hope that manganese mining will make a similar record.

#### BEAVERHEAD COUNTY.

Of late, there has been more mining in this county, than for several years. The Blue Wing and Bannack districts each have several properties working. The Elkhorn and Argenta districts are active and the Hecla district is showing a great deal of activity. The Polaris Mine, which was quite a large producer at one time, has recently resumed operations, after having been shut down for several years. The principal operating properties are the:

Bannack Gold Mining Co.,	Bannack.
New Departure Mine .....	Dillon.
Hecla Mine .....	Melrose.
Boston Montana Development Co.,	Elkhorn.
Saginaw Mine, .....	Grant.
Original Bannack,	Bannack.
Polaris, .....	Polaris.

### BROADWATER COUNTY.

This county has a splendid mineral showing, but its development has been hampered by lack of transportation, the mines being located at a considerable distance from the railroads, which makes it very expensive to operate. At the present time, there is very little being done, but there are many mines with good showing.

The Keating Gold Mining Co.,.....	Radersburg.
The Black Friday Mine,.....	Radersburg.
Three Forks Copper Co., .....	Radersburg.

Charles Muffly is doing considerable work on his properties at Winston.

### CASCADE COUNTY.

In former years, Cascade County, especially in the Neihart district, had some large producing silver mines. With the present increase in the price of silver, it is hoped that the camp will resume its former activity.

The Baker District is worked by leasers.

The Ripple group, .....	Neihart.
Big Seven Mine, .....	Neihart.
Snow Drift Mine, .....	Neihart.

### DEER LODGE COUNTY.

Deer Lodge County is located in one of the best gold regions in the state. Georgetown is the principal district and its gives promise of more activity, than for several years.

Southern Cross Mine, .....	Southern Cross.
Oro-Fino Mine, .....	Southern Cross.
Short Shift Mine, .....	Southern Cross.
Mont. Reliance Gold Mining Co.,	Southern Cross.

### FERGUS COUNTY.

Fergus County is one of the Gold-bearing counties of the state. It is also noted for its sapphires, which are of the highest grade mined in the United States.

Barnes-King Mine, .....	Kendall.
London Sapphire Co.,.....	Dodson.
Spotted Horse Mine, .....	Lewistown.
New Year Mine, .....	Maiden.
Cumberland Mine, .....	Maiden.
McGinniss Mine, .....	Maiden.

### GRANITE COUNTY.

The principal mining in Granite County has been in the Granite-Philipsburg District, which was, in former years, a

large producer of silver, but which, within the last year, has been producing manganese ores on a large scale.

Bi-Metallic Mine,	Philipsburg.
Brooklyn Mine,	Maxwell.
Swastika Mine,	Philipsburg.
Sunrise Mine,	Maxwell.

#### Manganese Mines.

Pocohontas Mine,	Philipsburg.
Gem Mine,	Philipsburg.
Iron Age & Redemption Mine,	Philipsburg.
Chicago Mine,	Philipsburg.
Headlight Mine,	Philipsburg.
Algonquin Mine,	Philipsburg.
True Fissure Mine,	Philipsburg.
John Coyl Mine,	Philipsburg.
Manganese Mining Co.,	Philipsburg.

#### JEFFERSON COUNTY.

Jefferson, which is one of the old-time producing counties, has an excellent mineral showing and has displayed considerable activity in the last year.

Angelica Mining Co.,	Wicks.
Bertha Mine,	Corbin.
The Pilgrim Mining Co.,	Comet.
Shields & Ironside,	Boulder.
East Butte Mine,	Elkhorn.
Alta Mine,	Corbin.
Sourdough Mine,	Elkhorn.

#### LEWIS & CLARK COUNTY.

This county is one of the principal gold producing counties of the state. It has developed several important gold producers in the last few years, as well as some silver, lead and copper mines. I look to see this county have considerable activity in mining this year.

Franklin Mine,	Helena.
Porphyry Dike Mining Co.,	Rimini.
Argo Mine,	Canyon Ferry.
Batchlor Mine,	Helena.
Julia Mine,	Helena.
Donaldson Mine,	Helena.
Scratch Gravel Gold Mining Co.,	Helena.
Valley Forge Mine,	Rimini.
Shannon Mine,	Marysville.
Pegan & Gloster Mine,	Marysville.

O. M. Mines Co., ..... Helena.  
 Marysville Gold Mining Co., ..... Marysville.

And many promising prospects opening up.

### LINCOLN COUNTY.

This county gives promise of having several mines in the producing class, being heavily mineralized. We expect considerable activity in the mines this coming year.

Snow Storm Consolidated Mining Co.,	Troy.
Hazel T.,	Libby.
Togo Co.,	Libby.
L. & V. Mining Co.,	Troy.
Silver Tip,	Troy.
Montana Morning Mine,	Troy.

### MADISON COUNTY.

This county has been one of the principal mining counties of the state for many years. In this county is located the noted "Alder Gulch" where gold was mined by the pioneers of the state and which is still adding considerable wealth each year to the world's supply. There are several large dredges which have been operating for several years. This county has several splendid quartz mines, as well as placer.

Easton Mine,	Virginia City.
Little Goldie Group,	Twin Bridges.
Higgins & Bielenberg,	Twin Bridges.
Bismark Mine,	Cardwell.
Missouri Mine,	Ennis.
Revenue Mine,	Ennis.
Conroy Mine,	Alder.

### POWELL COUNTY.

There are some splendid showings in this county, but at the present time, there is but little mining being done. However, it is hoped that the increased price of minerals will encourage capital to do some work on the properties.

The Julia Mine, ..... Elliston.  
 and many other properties.

### MINERAL COUNTY.

This county has a fine mineral showing and several working properties. It is hoped that the advance in the price of minerals will encourage capital to do a lot of development work, and thus add a few producers to the list in the state.

King and Queen Mine,	Saltese.
Silver Cable Mine,	Saltese.

Lost Chance Mine,	.....	Saltese.
Tarbox Mine,	.....	Saltese.

### PARK COUNTY.

The Cooke City mining district, in Park County, has a large amount of low grade ore. As it is sixty miles from the railroad, the matter of transportation has heretofore been a drawback, but a right-of-way has recently been secured from the Government, to install an electric line, and it is hoped that the much wanted transportation will materialize.

### PHILLIPS COUNTY.

Phillips County is one of the large producing counties of the state. It contains some large porphyry dykes carrying gold values, which afford cheap mining, as most of the ore can be glory-holed to the chutes. All properties in this district are worked by cyanide mills.

Ruby Gulch Mining Co.,	.....	Zortman.
August Mine,	.....	Landusky.
Beaver Creek Mine.	.....	Zortman.

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Only six fatal accidents have occurred in the metal mining industry, outside of the Butte district, since the date of the last report, November 30th, 1916, up to June 30th, 1917.

The quartz mines operating in the state, employ approximately fifteen thousand men underground, and there are about nine thousand men employed in smelters and mills reducing the ores produced from these mines.

There were five fatal accidents occurring in the mines outside of Silver Bow County, during the year from July 1st, 1916, to June 30th, 1917, a complete report of which is found under appropriate headings in another portion of this report.

Respectfully submitted,

W. B. OREM, Inspector,

Helena, Montana, June 30, 1917.

**REPORT OF QUARTZ MINE INSPECTOR D. J. McGRATH.**

Hon. A. E. Spriggs, Chairman,  
Industrial Accident Board,  
Helena, Montana.

Your Honorable Board:

The following is a brief report of the work done by inspectors McGrath and Orem, covering a period of four months, from March 1st, to June 30th, 1917.

There were inspected forty-five different mines and mills. Employed in those mines were 15,558 men, a daily production of 23,080 tons of ore.

**NUMBER OF RECOMMENDATIONS..**

During the inspection of those mines and mills, the following recommendations were made in reference to:

Timbering, 4.

Places for storing powder, 5.

Quantities of powder or explosives in magazines, 8.

Escapement shafts and exits to other mines, 12.

Providing better ventilation, 15.

Platforms in vertical manways every thirty feet, 9

Railings around said manways, 8

Crossbars on cages for hand holds, 6.

Finger or guide boards, 5.

Railings around overhead runways in shops and mills, 12.

Guards around saws, 9.

Guards around pulley belts, conveyor belts and wheel pits, 8.

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**NAME OF OWNER, GENERAL MANAGER, SUPERINTENDENT AND ASSISTANT SUPERINTENDENT, ALSO NAME OF MINE INSPECTED AND NUMBER OF MEN EMPLOYED IN EACH MINE.**

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**Properties of the Anaconda Copper Mining Company, John Gillie, General Manager, W. B. Daly, Superintendent, and Chauncy Berrian, Asst. Superintendent.**

Nettie Mine, employs 60 men underground and 30 on surface; depth of main shaft 600 feet; daily production 100 tons.

East Colusa Mine, employs 112 men underground and 6 on surface; depth of main shaft 2000 feet; daily production 150 tons.

Leonard Mine, employs 600 men underground and 100 on surface; depth of main shaft 2400 feet; daily production 1400 tons.

Emma Mine, employs 90 men underground and 20 on surface; depth of main shaft 1000 feet; daily production 200 tons.

Lexington Mine, employs 160 men underground and 40 on surface; depth of main shaft 1450 feet; daily production 150 tons.

Belmont Mine, employs 260 men underground and 30 on surface; depth of main shaft 2800 feet; daily production 375 tons.

Alice Mine, employs 67 men underground and 59 on surface; depth of main shaft 1500 feet.

Tropic Mine, employs 63 men underground and 12 on surface; depth of main shaft 900 feet; daily production 100 tons.

West Gray Rock Mine, employs 170 men underground and 30 on surface; depth of main shaft 1800 feet; daily production 550 tons.

Tramway Mine, employs 320 men underground and 80 on surface; depth of main shaft 2600 feet; daily production 600 tons.

West Colusa Mine, employs 525 men underground and 100 on surface; depth of main shaft 2200 feet; daily production 1350 tons.

Poulin Mine, employs 287 men underground and 27 on surface; depth of main shaft 1800 feet; daily production 500 tons.

Mountain Con Mine, employs 420 men underground and 100 on surface; depth of main shaft 2800 feet; daily production 800 tons.

Pilot Butte Mine, employs 80 men underground and 20 on surface; depth of main shaft 2600 feet; daily production 200 tons.

Badger State Mine, employs 670 men underground and 50 on surface; depth of main shaft 2840 feet; daily production 1100 tons.

Bell and Diamond Mine, employs 557 men underground and 97 on surface; depth of main shaft 3585 feet; daily production 1000 tons.

Steward Mine, employs 400 men underground and 60 on surface; depth of main shaft 3200 feet; daily production 700 tons.

Original and Gagnon Mines, employs 525 men underground and 230 on surface; depth of main shaft 3400 feet; daily production 1000 tons.

Moonlight Mine, employs 230 men underground and 30 on surface; depth of main shaft 1700 feet; daily production 400 tons.

St. Lawrence Mine, employs 270 men underground and 30 on surface; depth of main shaft 2800 feet; daily production 500 tons.

Never Sweat Mine, employs 425 men underground and 60 on surface; depth of main shaft 2,400 feet; daily production 600 tons.

Anaconda Mine, employs 800 men underground and 100 on surface; depth of main shaft 2,800 feet; daily production 1,200 tons.

Mountain View Mine, employs 827 men underground and 100 on surface; depth of main shaft 2300 feet; daily production 1800 tons.

Pennsylvania Mine, employs 500 men underground and 80 on surface; depth of main shaft 2400 feet; daily production 950 tons.

Berkley Mine, employs 400 men underground and 50 on surface; depth of main shaft 2000 feet; daily production 1000 tons.

North Butte Mining Company, Norman B. Braly, Manager; Lester Frink, Superintendent, Speculator and Granite Mountain Mines; employs 1233 men underground and 137 on surface; depth of main shaft 3700 feet; daily production 2500 tons.

Butte & Superior Mining Company, J. L. Bruce Manager; Angin McLeod, Superintendent; Black Rock Mine, employs 1350 men underground and 200 on surface; depth of main shaft, No. 1, 1925 feet; daily production 1800 tons.

Clark Realty Company, W. D. Mangam, Manager Ed. Lohman, Superintendent, Elm Orlu Mine, employs 300 men under-

ground and 65 on surface; depth of main shaft 2100 feet; daily production 600 tons.

Davis Daly Copper Mining Company, W. L. Creden, Manager, William Frazer, Superintendent, Colorado Mine, employs 200 men underground and 50 on surface; depth of main shaft 2500 feet; daily production 225 tons: also Hibernian Mine, employs 8 men underground and 8 on surface; depth of main shaft 50 feet.

Colusa Leonard Extension Company, Paul Gow, Manager, M. Little, Superintendent; Colusa Leonard Extension Mine, employs 6 men underground and 13 on surface; depth of main shaft 8 feet.

Butte Main Range Mining Company, Paul Gow, Manager, M. Little, Superintendent, Main Range Mine, employs 43 men underground, and 20 on surface; depth of main shaft 700 feet; daily production 150 tons.

Mines Operating Company, A. Frank, Manager, F. E. Turner, Superintendent; Butte and Duluth Mine; employs 10 men underground and 46 on surface and mill; depth of main shaft, open cut; daily production 200 tons.

East Side Mining Company, A. Frank, Manager, F. E. Turner, Superintendent; Bullwacker Mine; employs 26 men underground and 7 on surface; depth of main shaft 100 feet; daily production 75 tons.

East Butte Copper Mining Company, Oscar Rohn, Manager; Andrew Ray, Superintendent; Pittsmont Mine, employs 590 men underground and 500 on surface and in mill and smelter; depth of main shaft 1800 feet; daily production 575 tons; also the Dutton Mine, employing 83 men underground and 9 on surface; depth of main shaft 900 feet; daily production 100 tons.

Clark Realty Company, W. C. Siderfin, Manager; J. M. Bennetts, Superintendent; Moulton Mine, employs 28 men underground and 9 on surface; depth of main shaft 650 feet; daily production 30 tons; also the Evelyn Mine, employing 6 men underground and 8 on surface; depth of main shaft 400 feet; and the Travonia Mine, employing 3 men underground and 1 on the surface; depth of main shaft 300 feet.

Butte Britannia Mining Company, W. L. Creden, Manager, William Frazer, Superintendent; Britannia Mine, employs 4 men underground and 4 on surface; depth of main shaft 400 feet.

Tuolumne Mining Company, Paul Gow, Manager; Mr. Steward, Superintendent; Tuolumne Mine, employs 80 men underground and 20 on surface; depth of main shaft 2600 feet; daily production 100 tons.

Great Butte Copper Company, F. W. Bacon, Manager; John C. Smith, Superintendent; Calumet Mine, employs 16 men underground and 16 on surface.

Plymouth Leasing Company, A. B. Cohen, Manager, Silver King Mine, employs 6 men underground and 2 on surface; depth of main shaft 750 feet.

Butte Detroit Copper Mining Company, W. L. Creden, Manager; R. L. Blitz, Superintendent; Ophir Mine, employs 17 men underground and 40 on surface and mill, depth of main shaft 1000 feet.

Butte and Zenith City Mining Company; William Gibson, Superintendent Butte and Zenith Mine; employs 35 men underground and 10 on surface; depth of main shaft 1400 feet.

There are employed in the above mines, 12,852 men underground and 2,706 on the surface.

#### FATAL ACCIDENTS.

There were 327 fatal accidents occurring in the mines of Silver Bow County, during the year from July 1st, 1916, to June 30th, 1917, a complete report of which is found under appropriate headings in another portion of this report.

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#### CONDITIONS OF THE SPECULATOR AND GRANITE MINE, AT THE TIME OF THE FIRE.

The most terrible of all mine accidents in the history of quartz mining, happened at the Granite Mountain and Speculator mines, on the night of June 8th, when 163 men lost their lives, by being suffocated with smoke and gas, caused from fire which started in the Granite Mountain shaft. The origin of the fire was purely accidental.

While the rope men and electricians were lowering 1200 feet of heavy electric cable into the mine, for the express purpose of moving back electric equipment, away from the shaft to a concrete station, to guard against fire in said shaft, cable broke away from its fastenings, falling down shaft and lodging 60 feet below the 2400 foot station. This

cable is covered with a lead casing and in falling down the shaft, a great deal of the lead was stripped off by coming in contact with air and water lines and timber in the shaft, leaving exposed the inside insulation, which is of a highly inflammable nature. It is called by the electricians, an oiled fabric. While working to remove cable from shaft, a carbide lamp used by one of the men came in contact with the insulation, setting fire to it. There was no water available to fight fire, as the water line had been broken when the cable came down the shaft, and the fire spread with such rapidity that after fighting it a few moments, the men were forced to flee for their lives.

This shaft was a strong, downcast shaft, and everything in and about it was perfectly dry. The fire burned so fiercely fanned by the strong draft in the shaft, that in a very short time the mine was filled with smoke and gas.

#### EXITS OF THE MINE.

The 700 and 800 foot levels were both connected with the Granite Mountain and Speculator shafts, and cages operating in both shafts to each of those levels.

There were 30 men found dead on those two levels. There were men working on between the 800 and 1800 foot levels.

On the 1800 foot level there were two connections to the Badger State Mine. On the 2000 foot level there was one connection to the Badger State Mine; on the 2200 foot level a connection to the Badger and the High Ore Mines. In the drift leading to the High Ore Mine, there had been placed recently a concrete bulkhead of a thickness of from three to four inches. This bulkhead had been placed there to keep back the gas from the fire that was burning in the Modoc Mine. It was broken down by men from the Speculator, and several men escaped through to the High Ore to safety.

On the 2600 foot level there was no exit to other mines, but was connected to the 2400 and 2800 foot levels by a series of manways. On the 2800 foot level there was a connection to the High Ore through what is known as the drain tunnel. Several hundred feet from the Speculator shaft was another bulkhead that had been placed there to keep out gas from the Modoc Mine. This bulkhead was about four inches thick, and was broken down from the High Ore side by res-

cue parties. There were no men found near this bulkhead, nor between bulkhead and the Speculator shaft, a distance of 600 feet.

Approximately two hundred feet from the Speculator shaft, was another opening to the High Ore Mine, that had been closed off after the breaking out of the Modoc fire. One man was found dead near this bulkhead. This was the only man found anywhere near a bulkhead.

The 3000 foot level had no connection to any other mine, but was connected with raises to the 2800 foot level.

The 3200, 3400 and 3600 foot levels had no connections. The only work being done on those levels was crosscutting to the ledge.

There was an engine on the 2800 foot level and a cage independent of the other cages operating between the 2800 and 3600 foot levels. At the time the fire broke out, there were only 3 men working below the 3000 foot level.

On two different occasions prior to the breaking out of the Granite Mountain fire, the men had been rushed out of the mine and hoisted through the Granite Mountain shaft, to escape gas that had broken in from the Modoc Mine. As there were several bodies found on different stations of the Granite Mountain shaft and in crosscuts leading to the shafts, it is very evident that when the unfortunate men first detected the odor of gas and smoke, they started for the Granite Mountain shaft, directly into the fire, thinking that it was the gas and smoke from the Modoc fire.

In addition to those exits mentioned, there was a connection to the Rainbow shaft, on the 2000 foot level.

Respectfully submitted,  
D. J. McGRATH, Inspector.

Butte, June 30, 1917.

MINE PRODUCTION OF GOLD, SILVER, COPPER, LEAD AND ZINC, BY COUNTIES, IN MONTANA IN 1916.  
 (Advance figures by V. C. Heilek, U. S. Geological Survey.)

COUNTY	Copper				Lead	Recoverable zinc content	Total value
	Ore treated	Gold <sup>a</sup>	Silver <sup>a</sup>	Fine ounces			
Number of producers							
Beaverhead	27	2,660	273.37	90,616	Pounds 226,132	Pounds 785,308	\$ 175,091
Broadwater	19	7,328	3,390.50	7,223	700,542	46,480	26,784
Cascade	17	2,005	316.02	98,651	3,916	635,169	19,106
Deer Lodge	13	65,716	35,848.54	36,155	163,949	50,593	811,180
Fergus	12	66,235	20,931.23	13,920	8,280	93,351	450,324
Galath	1	25	6,482.35	2,252	1,486	75,751	367
Granite	40	26,354	6,482.35	619,328	493,349	75,109	69,782
Jefferson	66	54,331	4,857.43	164,703	852,857	679,760	89,063
Lewis and Clark	65	72,442	36,673.76	101,635	33,102	92,285	835,306
Lincoln	9	343	447.23	303	594	10,500	10,314
Madison	93	24,094	39,678.63	43,915	116,744	383,357	904,310
Meagher	6	2,002	2,545.95	232	236,565	58,437	58,437
Mineral	21	45,037	598.21	76,411	380,565	1,309,188	3,116,812
Missoula	15	731	338,922	946	41,321	17,794	664,251
Park	3	32	33,232	616	6,186	1,512	52,086
Phillips	4	259,880	19,946.90	175,907	27,957	86,063	55,570
Powell	37	866	1,631.16	13,730	16,038	62,620	112,236
Ravalli	6	20,000	981,67	27,924	86,498	83,365	33,062
Sanders	9	20,509	26,668	8,328	9,195,082	224,583,142	127,547,714
Silver Bow	50	7,209,835	47,071.39	14,092,771	349,538,498		
Total, 1916	513	7,860,425	220,130.15	16,494,366	352,928,373	13,595,136	229,259,075
Total, 1915	643	6,129,924	242,077.93	14,378,437	267,231,014	13,756,356	187,146,893

<sup>a</sup>Includes placer production.

\*Average value of metals; Gold, \$20.6718 per ounce; silver, \$0.658 per pound; zinc, \$0.134 per pound; lead, \$0.069 per

**REPORT: COAL MINE INSPECTOR, JOHN SANDERSON.**

Helena, Montana, Aug. 13, 1917.

Hon. A. E. Spriggs, Chairman,  
Industrial Accident Board, and  
Bureau of Safety Inspection,  
Helena, Montana.

Dear Sir:

In accordance with the Montana Statutes, I have the honor to submit herewith the report of the Coal Mine Inspector of the State of Montana, covering the eight months ending June 30th, 1917.

During the year 1916, and up to the present time in 1917, the demand for coal has been unusually great, partly due to the fact that the winters of 1916 and 1917 were very severe, and partly on account of the extensive operations of the various railroads, along with the increase in population.

Coal mining, due to its nature, has always been and always will be a very hazardous occupation. We cannot hope to eliminate all the dangers of coal mining, but it is in our power to reduce them to a minimum.

During the eight months just ended, the number of fatal accidents have been on a par with the fatal accidents of the year previous. All accidents have occurred in the usual manner, mostly on account of falling coal or rock, or moving cars. At no time, has there been an accident fatal to any great number of men at one time, such as would be the result of an explosion of fire-damp, there being very little explosive gas generated by the coal mines in this State, and the coal mining industry of Montana is very fortunate in not having to contend with this element of danger.

The law plainly requires that the annual report of the companies operating coal mines in this state must be submitted within thirty days after receipt of blanks from the state coal mine inspector. This provision of the law has not been complied with by some of the mine owners. Some of them have deferred their report until late in December, thereby causing considerable annoyance and trouble, as well as delaying the annual report of the inspector. I sincerely trust that this matter will in the future be looked after more attentively by mine owners and that reports will be returned to this office more promptly.

### VENTILATION.

The word "non-gaseous," carries a false meaning of safety to the casual observer, allowing him to infer that because of the absence of gas or fire-damp, the mine must be safe and healthful. The fact that there is no fire-damp is too often the cause for neglecting to provide the minimum of air required by law. A good fan travelling at a fair rate of speed, together with large airways and proper stoppings will always remedy the evils of fire-damp.

The most surprising feature noticeable in connection with the management of some of the mines, is the failure of the officials to avail themselves of the tools of modern science. These officials claim to be up-to-date and progressive in all that pertains to coal mining, and yet, on visiting their mines, the first stopping examination shows that it was constructed in a very primitive manner, in many cases powder kegs and dirt being used. A stopping, simple and ordinary as it appears, is in reality the most important part of the development and maintenance of a coal mine.

A few of the most pronounced causes of the non-compliance with the law's requirements are enumerated below:

Bad air in rooms; no brattices across entries to force air to the working face of the room; old cross-cuts not stopped up promptly when a new one has been completed; cross-cuts made so small that air cannot freely travel, thus blocking the air current in that particular split; ventilating doors left open when they should be kept closed. In all cases where it is necessary to have doors they should be double, that is, two doors should be built in proximity to each other, so that one of them would always be closed. And lastly, it frequently happens that there are too many doors and not enough overcasts.

A number of complaints have been received at this office of lack of ventilation in some of the mines. On investigation of some of the complaints, the assertion is justified that there is much room for improvement in some of the mines. These conditions have not developed of late but have been in existence for a number of years. When these mines first opened their trouble commenced and has existed since the time of their first cross-cut being put through. Under these conditions, with a careless foreman in charge, who not only neglects to stop up the back cross-cut when the new cross-cut is

finished, but who actually leaves from three to ten cross-cuts open in the different entries, is it to be wondered at that the ventilation is sluggish at the face of the workings in these mines?

In other places I have found things not quite up to the standard of efficiency, but the prevailing circumstances largely contribute to the condition in which these things were found. In many cases I have observed that the management has excelled in its efforts to bring about the best conditions possible in the mines and this commendable spirit I would like to see prevail generally.

I am pleased to say, however, that at the present time the officials of these mines are making efforts to comply as near as possible with the law. Still there is much that remains undone in this respect, and until the law is complied with generally, we cannot say that our mines are safe and healthful.

#### FIRST AID TO THE INJURED.

I am very sorry to say that the interest taken in the First Aid movement has not been what is should have been, but at the same time it pleases me to say that some of the former First Aid Teams of the State are beginning to take more kindly to it, and with the aid of the members of the United States Bureau of Mines Safety Car No. 5, which is now making a tour of the mining camps of the State, giving First Aid instruction to all who desire it, there is no reason why there should not be at least one efficient First Aid Team at every mine in the State.

#### THE COMPENSATION LAW.

Since the Compensation Law came into effect in this State, there has been more harmony between employer and employee, and the manner of handling claims for injuries or death, along with the speed with which all such claims have been disposed of, reflects great credit on the members of the Board and their corps of able assistants.

#### WASH HOUSES.

There have been several complaints made relative to companies failing to comply with the law in regard to wash houses, all of which have been investigated and properly taken care of.

### PRODUCTION.

Following is the number of miners employed, and the number of tons of coal produced by years, as gathered by the State Coal Mine Inspector since the creation of the department in 1901.

YEARS	Production	Men Employed	Value
1901 .....	1,442,569	2,158	.....
1902 .....	1,502,115	1,938	
1903 .....	1,514,538	2,418	
1904 .....	1,471,594	1,813	
1905 .....	1,743,771	2,289	
1906 .....	1,502,200	2,309	
1907 .....	2,030,564	3,329	
1908 .....	1,978,347	3,642	
1909 .....	2,541,679	3,864	
1910 .....	2,970,246	4,117	
1911 .....	2,913,406	3,776	
1912 .....	3,142,799	3,598	
1913 .....	3,365,712	3,768	\$5,611,079
1914 .....	2,938,671	3,660	4,714,023
1915 .....	2,697,054	3,399	4,285,146
1916 .....	3,688,307	3,834	5,899,355
1917 ( 8 Months) .....	2,903,926	3,987	5,180,801

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There were nineteen fatal accidents occurring in the coal mines during the year from July 1st, 1916, to June 30th, 1917, a complete report of which is found under appropriate headings in another portion of this report.

**TOTAL AMOUNT OF MACHINE MINED AND HAND MINED COAL BY  
MINES, ALONG WITH VALUE FOR EIGHT MONTHS ENDING  
JUNE, 30, 1917.**

COUNTY	Mach. Mined Coal	Hand Mined Coal	Total Tons	Value
<b>Blaine</b>				
Guertzgen Mine .....	.....	240	240	\$ 720
Milk River Coal Co. ....	.....	6,450	6,450	24,187
<b>Carbon</b>				
A. C. M. Co. ....	12,902	117,847	130,749	202,285
Alba Coal Co. ....	6,855	.....	6,855	25,750
N. W. Imp. Co. ....	.....	733,995	733,995	1,292,833
Mont. C. & I. Co. ....	144,037	.....	144,037	300,000
Int. Coal Co. ....	41,962	.....	41,962	116,417
Bear Creek Coal Co. ....	74,685	35,146	109,831	292,318
S. & S. Coal Co. ....	29,127	.....	29,127	79,910
Briderg Coal Co. ....	17,006	.....	17,006	59,521
<b>Cascade</b>				
Enterprise Mine .....	.....	612	612	1,564
Carbon Coal Co. ....	31,880	.....	31,880	63,760
National Coal Co. ....	23,939	.....	23,939	48,670
Pierce Coal Co. ....	.....	5,560	5,560	10,920
Merkle Coal Co. ....	.....	48,116	48,116	96,021
O'Neill & Carr ....	.....	20,597	20,597	37,075
Cottonwood Coal Co. ....	97,517	105,559	203,076	284,509
Nelson Coal Co. No. 1	64,398	22,818	87,216	174,432
Nelson Coal Co. No. 2	.....	15,000	15,000	30,000
Calone & Johnson ....	.....	2,150	2,150	4,085
A. C. M. Co. ....	99,365	65,487	164,852	287,239
Stainsby & Lathan ....	.....	3,143	3,143	5,657
Brown Coal Co. ....	34,364	13,669	48,033	76,853
Brodie & Son ....	6,366	.....	6,366	15,915
Millard Coal Co. ....	2,300	.....	2,300	3,400
<b>Chouteau</b>				
Big Sandy Coal Co. No. 1	.....	1,200	1,200	4,202
Big Sandy Coal Co. No. 2	.....	1,201	1,201	4,201
<b>Fergus</b>				
Brew Coal Co. No. 1 ....	.....	2,414	2,414	8,649
Brew Coal Co. No. 2 ....	.....	568	568	1,989
Schultz Mine ....	.....	465	465	1,860
Weingart Mine ....	.....	935	935	3,273
Sage Creek Coal ....	.....	480	480	1,920
Dunn Mine ....	.....	500	500	1,500
Cottonwood Coal Co. ....	218,149	.....	218,149	275,567
Sharp Mine ....	.....	700	700	2,000
Plovnik Mine ....	.....	900	900	2,700
<b>Hill</b>				
H. Earl Clack ....	.....	930	930	2,557
A. G. Station ....	.....	800	800	2,200
Wm. Heeter ....	.....	300	300	1,050
Aleott Mine ....	.....	4,000	4,000	10,000
G. J. Ayers ....	.....	1,100	1,100	2,750
Fitch & Fritz ....	.....	4,200	4,200	10,500
<b>Musselshell</b>				
Roundup Coal Co. ....	155,685	55,641	211,326	380,387
Roundup Coal Co. ....	122,604	4,534	127,138	228,848
Republic Coal Co. ....	225,565	170,955	396,520	594,780
Painted Rose Coal Co. ....	.....	1,860	1,860	6,021
Ind. Mining Co. ....	.....	2,800	2,800	5,600
<b>Phillips</b>				
Ruby Gulch Mining Co. ....	.....	12,241	12,241	24,482
<b>Richland</b>				
Jennison Coal Co. ....	.....	14,073	14,073	26,102
Black Diamond Mine ....	.....	3,363	2,363	4,754
<b>Sheridan</b>				
P. C. Beiver ....	.....	3,033	3,033	7,583
Ranous Coal Co. ....	.....	2,511	2,511	5,022
Erick Hoff ....	.....	1,090	1,090	2,080
G. L. Onstad ....	.....	1,100	1,100	2,750
A. F. Charlivate ....	.....	1,600	1,600	4,000
Richardson Bros. ....	.....	600	600	1,500
F. J. French ....	.....	1,000	1,000	3,000
L. L. Dills ....	.....	750	750	2,000
<b>Stillwater</b>				
Loffer Mine ....	.....	850	850	2,975
<b>Toole</b>				
P. J. McDermott ....	.....	1,137	1,137	7,959

**PRODUCTION OF VARIOUS PROPERTIES, DAYS OPERATED AND CLASSIFIED LIST OF MEN EMPLOYED,  
ENDING JUNE 30, 1917**

**INDUSTRIAL ACCIDENT BOARD**

205

COUNTY	Name of Mine	Location	Days Operated	Total production tons	Outsided daymen employed	Inside daymen employed	Miners employed	Loaders employed	Machine men and helpers employed	Days Operated	Total production tons	Outsided daymen employed	Inside daymen employed	Miners employed	Loaders employed	Machine men and helpers employed	
Blaine...	Guertzen Mine	Chinook .....	150	240	1	1	1	1	1	150	6,450	1	1	1	1	1	
Blaine...	Milk River Coal Co.	Chinook .....	220	12	110	59	29	130	749	1	1	1	1	1	1	1	
Carbon...	A. C. Mining Co.	Washoe .....	167	2	8	146	146	146	6,855	1	1	1	1	1	1	1	
Carbon...	Alba Coal Co.	Fionberg .....	140	2	503	149	146	733	995	1	1	1	1	1	1	1	
Carbon...	N. W. Imp. Co.	Red Lodge .....	201	1	1	1	1	1	1	1	1	1	1	1	1	1	
Carbon...	Mont. Coal & Iron Co.	Bear Creek .....	159	20	92	10	38	10	144,037	1	1	1	1	1	1	1	
Carbon...	Int. Coal Co.	Bear Creek .....	136	10	42	15	12	12	4,962	1	1	1	1	1	1	1	
Carbon...	Bear Creek Coal Co.	Bear Creek .....	170	14	59	25	35	14	109,831	1	1	1	1	1	1	1	
Carbon...	S. & S. Coal Co.	Bear Creek .....	148	6	38	12	12	12	7	29,127	1	1	1	1	1	1	1
Carbon...	Bridger Coal Mng. Co.	Bridger .....	186	1	44	10	10	8	4	17,006	1	1	1	1	1	1	1
Cascade...	Enterprise Mine	Belt .....	90	1	1	11	11	1	2	612	1	1	1	1	1	1	1
Cascade...	Carbon Coal Co.	Sand Coulee .....	180	8	10	10	13	8	31,880	1	1	1	1	1	1	1	
Cascade...	National Coal Co.	Sand Coulee .....	173	6	14	14	7	8	23,939	1	1	1	1	1	1	1	
Cascade...	Pierce Coal Co.	Sand Coulee .....	225	1	1	10	10	1	1	5,560	1	1	1	1	1	1	1
Cascade...	Merkle Coal Co.	Belt .....	199	1	1	56	21	11	48,116	1	1	1	1	1	1	1	
Cascade...	O'Neil & Carr	Stockett .....	225	1	1	13	13	1	1	20,597	1	1	1	1	1	1	1
Cascade...	Cottonwood Coal Co.	Belt .....	180	37	40	93	81	67	203,076	1	1	1	1	1	1	1	
Cascade...	Nelson Coal Co. No. 1	Sand Coulee .....	187	28	36	27	44	42	87,216	1	1	1	1	1	1	1	
Cascade...	Nelson Coal Co. No. 2	Sand Coulee .....	87	1	1	1	17	3	3	15,090	1	1	1	1	1	1	1
Cascade...	Calone & Johnson	Belt .....	160	1	1	1	1	1	1	2,150	1	1	1	1	1	1	1
Cascade...	A. C. Mng. Co.	Sand Coulee .....	197	18	52	49	34	22	164,852	1	1	1	1	1	1	1	
Cascade...	Stainsby & Latham	Sand Coulee .....	115	2	1	1	1	1	3,143	1	1	1	1	1	1	1	
Cascade...	Brown Coal Co.	Sand Coulee .....	193	6	19	10	13	1	1	48,033	1	1	1	1	1	1	1
Cascade...	Jas. Brodie & Son	Belt .....	190	2	4	4	4	2	6,366	1	1	1	1	1	1	1	
Cascade...	Millard Coal Co.	Belt .....	170	2	4	4	4	2	2,300	1	1	1	1	1	1	1	
Chouteau...	Big Sandy Coal Co. No. 1	Big Sandy .....	220	1	1	3	3	3	1	1	1	1	1	1	1	1	
Chouteau...	Big Sandy Coal Co. No. 2	Big Sandy .....	190	1	1	6	6	1	1	1,201	1	1	1	1	1	1	1
Fergus...	Brew Coal Co. No. 1	Lewistown .....	100	1	1	3	3	1	1	2,414	1	1	1	1	1	1	1
Fergus...	Brew Coal Co. No. 2	Lewistown .....	120	1	1	3	3	1	1	568	1	1	1	1	1	1	1
Fergus...	Schultz Mine	Lehigh .....	117	1	1	5	5	1	1	465	1	1	1	1	1	1	1
Fergus...	Weingart Mine	Lewisburg .....	120	1	1	3	3	1	1	935	1	1	1	1	1	1	1
Fergus...	Sage Crk. Coal Co.	Lehigh .....	68	1	1	4	4	1	1	480	1	1	1	1	1	1	1
Fergus...	Dunn Mine	Giltedge .....	189	16	116	65	65	1	1	500	1	1	1	1	1	1	1
Fergus...	Cottonwood Coal Co.	Lehigh .....	110	1	1	3	3	1	1	218,149	1	1	1	1	1	1	1
Fergus...	Sharp Mine	Lewisburg .....	110	1	1	3	3	1	1	700	1	1	1	1	1	1	1

## SECOND ANNUAL REPORT

PRODUCTION OF VARIOUS PROPERTIES. DAYS OPERATED AND CLASSIFIED LIST OF MEN EMPLOYED,  
ENDING JUNE 30, 1917—Continued.

COUNTY	Name of Mine	Location	
		Total production tons	Outsided daymen employed
Fergus	Plovnik Mine	900	1
Hill	Earl Clack	930	1
Hill	A. G. Station	800	1
Hill	Wm. Heeter	300	1
Hill	J. R. Alcott	6	1
Hill	G. J. Ayers	1,100	1
Hill	Fitch & Fritz	4,200	1
Musselshell	Roundup Coal Co.	3,200	1
Musselshell	Roundup Coal Co.	123	1
Musselshell	Republic Coal Co.	123	1
Musselshell	Painted Robe Coal Co.	10	1
Musselshell	and Mining Co.	10	1
Phillips	Ruby Gulch Coal Co.	170	1
Richland	Jennings Coal Co.	170	1
Richland	Black Diamond Mine	170	1
Sheridan	Shenidan	170	1
Sheridan	Erick Hoff	170	1
Sheridan	Ranous Coal Co.	150	1
Sheridan	G. L. Orstad	140	1
Sheridan	A. F. Charivate	157	1
Sheridan	Richardson Bros.	160	1
Sheridan	F. J. French	160	1
Sheridan	P. C. Beaver	184	1
Sheridan	Bonetrail	128	1
Sheridan	Daleview	150	1
Sheridan	Coalridge	140	1
Sheridan	Medicine Lake	157	1
Sheridan	Antelope	125	1
Sheridan	Med. Lake	160	1
Stutsman	Dills	140	1
Stutsman	L. L. Diller	140	1
Stutsman	Lofier Mine	200	1
Stutsman	McDermott	142	1
Wells	P. J.	1,137	2

DAKS OPERATED; VARIOUS CLASSES OF MEN EMPLOYED; POUNDS POWDER USED; TONS OF COAL SOLD LOCALLY,  
LOADED ON LOCOMOTIVES, USED AT MINES OR WASTED, BY COUNTIES FOR EIGHT MONTHS ENDING JUNE 30, 1917.

## COUNTY

	Tons Coal Shipped.....	Tons Coal Loaded on Locomotives.....	Tons Coal Used at Mine or Wasted.....	Tons Coal Sold Locally.....	Pounds Powder and Dynamite Used.....	Total Number Men Employed.....	Outside Daymen Employed.....	Inside Daymen Employed.....	Loaders Employed.....	Machine Operators and Helpers Employed.....	Pick Miners Employed .....	Average Number of Days Operating.....	Properties Reporting.....
Blaine	2 170	13	1	15	8 250	6 690	11,214	1,689,078					
Carbon	8 163	648	55	337	292	1,627	650,325	28,353	2,401	7,882	13,554	24,210	617,194
Cascade	15 171	289	107	223	165	966	293,095	11,450	62	4	30	930	11,320
Chouteau	2 220	6	16	116	70	62	292	73,700	7,989	34,438	14,130	22,500	12,241
Fergus	9 127	28	23	116	70	4	30	11,450	11,320	28,508	12,241	22,500	12,241
Hill	6 168	172	36	375	253	118	954	21,153	14,130	10,096	15,500	10,096	6,090
Musselshell	5 152	172	15	3	3	1	19	22,500	22,500	15,500	15,500	15,500	6,090
Phillips	1 225	18	18	18	18	4	31	11,680	11,680	1,050	1,050	1,050	6,090
Richland	2 163	23	1	5	7	7	36	22,850	22,850	1,037	1,037	1,037	6,090
Sheridan	8 162	200	3	1	1	1	5	1,050	1,050	100	100	100	6,090
Stillwater	1 142	4	4	1	1	2	6	1,200	1,200	1,037	1,037	1,037	6,090
Toole	—	—	—	—	—	—	—	—	—	—	—	—	—
<b>TOTALS</b>	60	1,242	215	963	905	657	3,987	1,396,495	102,442	174,408	36,731	2,590,345	

## SECOND ANNUAL REPORT

**TOTAL AMOUNT OF MACHINE AND HAND MINED COAL, AND VALUE OF SAME, BY COUNTIES FOR EIGHT MONTHS ENDING JUNE 30, 1917.**

COUNTY	Machine Mined Coal	Hand Mined Coal	Total Tons	Value by Counties
Blaine .....	.....	6,690	6,690	\$ 24,907
Carbon .....	326,574	886,988	1,213,562	2,269,034
Cascade .....	360,129	302,711	662,840	1,140,100
Chouteau .....	.....	2,401	2,401	8,403
Fergus .....	218,145	6,962	225,111	299,457
Hill .....	.....	11,330	11,330	29,057
Musselshell .....	503,854	235,790	739,644	1,215,636
Phillips .....	.....	12,241	12,241	24,482
Sheridan .....	.....	11,684	11,684	27,935
Richland .....	.....	16,436	16,435	30,856
Stillwater .....	.....	850	850	2,975
Toole .....	.....	1,137	1,137	7,959
<b>TOTAL</b> .....	<b>1,408,706</b>	<b>1,495,220</b>	<b>2,903,926</b>	<b>\$5,180,801</b>

**SUMMARY.**

Total number of various classes of men employed in and around the coal mines of Montana, together with production, value of coal, kegs of powder used and per cent of fatal and non-fatal accidents per one thousand men employed for the eight months ending June 30, 1917.

Number Mines Reporting .....	60
Machine operators employed .....	215
Loaders employed .....	968
Miners employed .....	1,242
Inside Daymen employed .....	905
Outside Daymen employed .....	657
Total number men employed .....	3,987
Total tonnage .....	2,903,926
Tons produced per life lost .....	242,000
Number men employed per fatal accident .....	332
Per cent killed per thousand men employed .....	3
Number of kegs powder used .....	55,856
Tons of coal mined by machine .....	1,408,706
Tons of coal mined by hand .....	1,495,220
Per cent of coal mined by machine .....	48.5
Per cent of coal mined by hand .....	51.5
Total number of lives lost .....	12
Total number inspections made .....	102
Total value .....	\$5,180,801

Very truly yours,  
 JOHN SANDERSON,  
 Coal Mine Inspector.

# ADAM

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BY UNCLE CHARLIE

---

Adam, the first godlike man,  
The climax of Creation's plan;  
In paradise he seemed to be  
A democrat Primary.

Though this expression may sound quaint,  
Adam is the patron saint  
Of all great hustlers, best and worst,  
Whose slogan is: "Oh, get there first!"

Yet he was not a great success,  
He was a failure more or less.  
He never was a self-made man,  
Yet rose from nothing; some men can.

He got a start in life; you bet!  
And might have been in business yet.  
But "get there first" had sealed his doom—  
Uncooked food and too much room.

Being first he was alone,  
Which has its dangers so well known;  
His paradise was incomplete  
Without a woman pure and sweet.

Right here the devil comes apace,  
Begins the history of our race;  
Through acting on his wife's advice  
He lost his lease of paradise.

A woman's vision doesn't blur  
Unless the devil's counseled her.  
You must be good to keep her nice,  
Then you can bank on her advice.

To blame the woman was so mean  
Because partaker he had been;  
Like most weak men, so few exempt,  
He wasn't very hard to tempt.

And then he had to sweat; ah, me!  
What a sad fatality!  
The time he held his vital breath  
Proved he wasn't worked to death.

Now try to learn this lesson well:  
That Heaven is not far from Hell;  
That paradise don't last them long  
Who know the right and do the wrong.

# Rules of Procedure

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## OFFICE AND OFFICE HOURS.

1. The office of the Industrial Accident Board is on the second floor of the State Capitol Building, Helena, Montana. The office will be open continuously from 9 a. m. to 5 p. m. each day except Sundays and legal holidays. The office of the Board will be in charge of the Secretary as the executive representative of the Board, subject to its orders and instructions.

The Board realizes and fully appreciates the fact that its members are public servants and that it has undertaken the administration of an entirely new department of the state government, and that to make a success of same it will be absolutely necessary to have the support and co-operation of the citizens of the State; and this the Board earnestly solicits.

The Members of the Board also fully realize that the work entrusted to them calls for a high conception of its importance and requires the same judicial impartiality as is expected of any tribunal administering justice and it is with such an understanding that they have devoted their efforts to the duties before them.

The Board anxiously desires the public to realize the office of the Board is in every sense a public place, to which citizens of the state are welcome at all times, without the formality of an invitation of any kind. The Board was created to serve the people of Montana and is anxious to do its full duty.

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## SESSIONS OF THE BOARD.

2. The Board will be in continuous session and open for the transaction of business during all the business hours of each day except Sundays and legal holidays. All sessions will be open to the public and will stand and be adjourned without further notice thereof on its records.

In addition to the continuous session, the Board will convene in regular session, as a body, each Monday at 9 o'clock, a. m., for consultation and for the disposition of important or special matters, including all financial questions that should come before the Board as a whole.

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## DUTIES OF THE SECRETARY OF THE BOARD.

3. The Secretary shall keep complete minutes of all meetings of the Board; shall attend to all correspondence of the Board; shall issue all notices of hearings before the Board, or before any member thereof; shall issue, or cause to be issued, all subpoenas and processes emanating from the Board; shall arrange the indexing, numbering and preserving of all pleadings, reports and papers of all kinds filed with the Board and shall perform such other duties as the law directs or as the Board may assign to him.

## RECORDS OF PROCEEDINGS

4. All proceedings of the Board shall be recorded in the records of proceedings, provided for by the Secretary, which shall be a public record and shall show all of the acts, determinations and decision of the Board sitting in public session. In connection with the record of proceedings shall be kept an entry docket in which all cases coming up for hearing shall be entered at the time and in the order in which they are filed. Each case shall be numbered in the order in which it is filed. The entry docket shall show the title of the case, the date of filing, the date, hour and place of hearing, the date of issuing notice, the date of the receipt of the acknowledgment of the service of notice, and, in abbreviated and condensed form, the order or award.

The Secretary shall also keep an order book, in connection with the record of proceedings, in which shall be recorded in full all of the proceedings, orders and awards of the Board. All such proceedings, orders and awards shall be indexed in the name of each party thereto, and when index cannot be made by the name of any party, then an index shall be made in the name of the subject of the proceeding or order.

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## FORMS PRESCRIBED.

5. Printed forms of notices, application blanks, proof and all proper forms required by the provisions of the Montana Workmen's Compensation Act will be furnished on request to the Board. Such forms must be used in all cases where they are prescribed.

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## REQUIREMENTS OF EMPLOYERS.

6. Every employer filing his election to become subject to Compensation Plan No. One, shall within a reasonable time thereafter furnish the Board with satisfactory proof of his ability to meet all obligations imposed on him by the provisions of the Workmen's Compensation Act.

Every employer filing his election to become subject to Compensation Plan No. Two, shall within a reasonable time thereafter file with the Board whatever insurance policies he has taken out and also shall furnish any information required by the Board concerning his operations.

Every employer who either elects or is subject to operation of Law, to come under Compensation Plan No. Three shall promptly pay the amount of his assessment to the State Treasurer and at the time of doing so shall file a duplicate memorandum thereof with the Board and shall also furnish copies of his monthly pay-roll covering each month's operation promptly to the Board on the first of each month for the preceeding month.

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## NOTICE OF ACCIDENTS

7. Every employer of labor and every insurer under the Workmen's Compensation Act shall immediately report to the Board every accident to a workman causing death or a disability continuing for more than

one full working day and thereafter shall make such supplementary reports regarding condition of injured workman as may be necessary. Such report or reports shall be made in full on forms prescribed by the Board for that purpose.

Physicians in charge of hospitals or otherwise attending injured employees, under the Compensation Act, must fill out reports showing the condition of the injured on blanks provided for that purpose obtainable from the employer in whose service the accident occurred.

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### REPORTING OF ACCIDENTS.

8. All employers operating under the Law shall make reports to the Board of all accidents to their employees, when they occur, or if preferred may make weekly reports covering all accidents occurring during the preceding week. Such reports shall be on and in accordance with the requirements of the report blank "Form No. 37" of the Board.

In all cases where the disability resulting to the injured employee continues for more than fourteen days, exclusive of the day of the accident, a further report on and in accordance with the requirements of report blank, "Form No. 43," shall be made to the Board on the 15th day of such disability; provided that in all cases where the accident causes the loss of a member, or death, such report on Form No. 37 shall be made to the Board as soon as possible after the occurrence of such accident and in any event within ten days after such accident or such death, as the case may be.

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### CASES REQUIRING IMMEDIATE REPORT.

9. In all cases where a claim for compensation is filed with the Board by an injured employee, if the report required by Rule 8 has not been made and filed by the employer on account of any disagreement which may exist as to the continuance of the disability or for any other reason, then such employee shall forthwith be required to file a report of the accident on and in accordance with the requirements of blank Form No. 36 of the Board.

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### SUPPLEMENTAL REPORT.

10. In accidents where death occurs a supplemental report must be made out and filed with the Board giving full information to the Board as to the dependents or beneficiaries of the deceased.

In cases of continuing and indeterminate disability, supplemental report form, entitled, "Certificate of Condition," No. 45, will be supplied on which information covering the condition of the injured employee can be reported to the Board.

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### FINAL REPORT.

11. When the disability of the injured employee terminates, either by his returning to work or by being discharged as recovered by the attending physician, a final report thereof shall be filed with the

Board on and in accordance with Form No. 43. When the payment of compensation for the loss of a member or in case of death, has been fully made, the final report thereof shall be filed with the Board, together with settlement receipt on and in accordance with Form No. 63, signed by the employee or his dependents or beneficiaries, as the case may be.

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### COMPENSATION PAYMENTS.

12. When compensation payments are made receipt for the monthly or final payments on, and in accordance with Forms No. 63 and 64 signed by such employee, or his dependents, shall be filed in the office of the Board when received by the employer from the employee, or at the latest on the first of each month for the preceding month.

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### PERSONAL SIGNATURE NECESSARY.

13. The personal signature of the injured employee, or the dependent, or dependents, or beneficiaries, to whom compensation is to be paid, is required and must always appear on all receipts on account of compensation and settlement receipts of all kinds. Typewritten signatures will not be accepted and where the party in question cannot write, the mark of same, when properly witnessed, will be accepted.

Illegible signatures should be written in duplicate on receipts and agreements to facilitate the work of the filing department of the Board, so that confusion in the indexing of cases and reference thereto may be avoided. This assistance will be as helpful to employers and insurers as to the Board, as it will guarantee such classification and indexing as will result in the furnishing of prompt and full information on any case, at any time.

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### ADJUSTMENT OF CLAIMS.

14. Claims for compensation filed with the Board shall be considered and adjusted in the order in which they are received. The claims shall be entered in a record book kept for that purpose and numbered in the order received. All papers referring to any case shall bear the number of such cases as on the original file. All claims for compensation account injury, not resulting in death, must be made by the party injured within three months after the injury is received, unless for some unavoidable reason, acceptable to the Board, the filing of claim has been delayed and in any or all cases of personal injury and death, the claims shall be forever barred unless presented within six months of the date of the happening of the accident, unless the party or parties in question are minors or "mental incompetents."

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### INJURED LEAVING LOCALITY.

15. Injured employees who are receiving compensation or are entitled to same, who desire to leave the locality where they have been

employed, shall notify the Board of their intention to leave and shall accompany such notice with a certificate of a physician, satisfactory to the Board, which shall state the exact condition of the injured, with the probable time of the continuance of disability. When the employee in question has changed his residence or locality all payments of compensation due or coming to him shall only be made upon the receipt of a physician's certificate, showing that compensable disability still exists.

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### LUMP SUM PAYMENT

16. Payments of awards in lump sum will only be permitted when the Board is clearly convinced through the medium of investigations made or hearings had, that such a form of settlement will be to the unquestioned and actual advantage of all parties concerned. The question will only be considered upon the petition of parties affected, which must show the signatures and address of the dependent or beneficiary and the address of the employer. It is manifest that the intention of the Legislature was to provide that compensation should go to the persons or families entitled to same in monthly payments, because when so paid, it would more effectually meet and relieve the wants of the injured employes, their families and beneficiaries, than if paid in a lump sum. Therefore lump sum payments will be authorized only in exceptional cases, where the circumstances clearly prove the wisdom of same. The desire of the applicant to go to another state, or country, or to buy property, or to invest in business, etc., do not constitute good reasons for lump sum payments. In a general way, the circumstances and conditions that will justify such payment will consist of those existing prior to the accident or created by it, such as mortgage indebtedness on the home of the employee or sickness constituting indefinite disability, or some such extraordinary or extraneous condition. In such cases, all such fact and conditions must be set forth in detail in the petition submitted to the Board by the applicant.

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### HOW HEARINGS SHALL BE CONDUCTED.

17. The rules of practice at hearings before the Board, while conforming generally to those practiced before courts of equity, yet, as the entire purpose of the Board in holding the hearing, is to secure the facts in as direct and simple a manner as possible, there will be no formal pleadings and the procedure will be simple. The law does not contemplate that the Board shall be bound by the usual common law or statutory rules of evidence, but gives them the latitude of making the inquiry in such manner as is best calculated to ascertain the substantial rights of the parties and to carry out justly the spirit of the Law. Therefore, there will be no technical rules of practice introduced in conducting hearings, but they will be conducted in such a way that every latitude will be given to investigations covering the question at issue, in whatever manner the Board's judgment may determine is best adapted to ascertain and determine expeditiously and accurately the substantial rights of the parties at issue.

### HOW TO MAKE PROOF.

18. Proof of all claims shall be made by affidavit as far as possible. The Board will, if in its judgment it is deemed necessary, require medical examinations and take oral testimony of witnesses, the claimants being notified of the time, place and manner of taking the same.

To the end that proceedings may be disposed of expeditiously with the least possible expense to the parties, the Board prefers that wherever possible proofs be submitted in the form of affidavits. Provided, that unless otherwise ordered by the Board, in all disputed, contested, or litigated claims, proof shall be submitted as in civil cases in the district courts of this state by oral and written testimony adduced at the hearing and depositions taken in the manner prescribed by the code of civil procedure of the Revised Codes of Montana.

Arguments on hearings before the Board will be permissible only when called for by the Board or any of its members and then only for such time as the Board in its discretion may allow.

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### DEPOSITIONS.

19. Depositions may be taken and used upon any hearing, where the conveniences of the witnesses of the parties to the hearing so justifies. Parties desiring to take the testimony of witnesses who live beyond the jurisdiction of the State, or who for any lawful reason are unable to attend the hearing, may place in evidence at the hearing depositions that are taken before some person authorized to take depositions; provided, that application is duly made to the Board for permission to take such deposition and upon the issuance by the Board of a commission directed to some competent person to take the testimony of such witness, or witnesses, provided that in all other particulars the applying for such commission shall comply with the terms, provisions and requirements of the Montana statutes governing the taking of depositions. By consent of Board depositions may also be taken by stipulation of the parties.

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### STIPULATION OF FACTS.

20. The parties to any proceeding or controversy before the Board may stipulate the facts in writing and thereupon the Board may make its order or award, based upon such stipulation.

In view of the fact that proceedings may be disposed of with great expedition and also with slight expense to the parties concerned where the facts covering the controversy are submitted by stipulation, the Board desires to encourage the parties to any proceeding to stipulate the facts wherever it can be reasonably done.

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### CONTINUANCES.

21. The policy and endeavor of the Board will be to determine all questions brought before it as speedily as possible, but continuances of hearings for good cause, properly shown, may be granted upon the

request of either party. The Board will continue hearings on its own motion only when the volume of business is such as to demand it, or when the proof is not satisfactory or is insufficient.

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### NOTICE OF HEARING.

22. To the end that all proceedings before the Board shall be conducted with the least possible expense and with the greatest practical dispatch, notice of all hearings or proceedings before the Board, unless otherwise directed, shall be given by mail and proof of the mailing of any such notice shall be *prima facie* proof of the service thereof. Unless otherwise ordered, at least ten days notice of hearings will be given from the time of mailing the notice.

If on account of congestion of work, or delay in filing proof or from any other cause, the hearing of a particular claim is delayed, or postponed, the time of hearing such claim shall be set by the Board at as early a date as possible and the Secretary shall send notices to all parties concerned, advising them of the date and time set for hearing. In the event that either of the parties to the controversy fail to appear at the time set for such hearing, the case will proceed to the final determination and an award will be made according to the facts adduced; unless either party asking for a continuance or postponement shall show upon affidavit, properly submitted, that his absence is unavoidable and that if the hearing is to proceed without his being present that it will work a material and irreparable injury to him.

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### DISPUTES.

23. In case of disputes in matters coming under the jurisdiction of the Board, either party to the controversy may appeal to the Board for relief and the Board shall make such order or award as shall be lawful or just in the premises. In all such cases, the party complaining shall file his application with the Board, with proof of service of a copy on the adverse party. Such adverse party shall file his answer thereto with the Board within five days after such service with proof of service of a copy of such answer on the party making the application. In the event that the papers filed justify the Board, in its judgment, that the matter at controversy deserves a hearing, they will notify the parties of the time and place determined on for same, giving the parties in question at least ten days notice concerning same.

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### AMENDMENTS.

24. Amendments may be made to any papers or proofs that have been submitted to the Board upon application being made to the Board for such permission and upon good cause shown. The Board may on its own motion modify or change its order, finding or award at any time if it shall discover that any mistakes have been made in connection therewith.

**DESIGNATION OF PARTIES TO HEARING.**

25. The parties to any original proceeding before the Board shall be designated as the plaintiff and the defendant. The party filing the application, petition or complaint, in such proceeding shall be designated as the plaintiff, and the adverse party as the defendant to the controversy or proceeding whatever it may be.

The applications or petitions for the revision or modification of any award or order of the Board shall be entitled with the parties plaintiff and defendant as in the proceeding in which the award or order was made and shall bear the number of the original proceeding.

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**FORM OF PAPERS.**

26. All petitions, motions, complaints, applications, also special answers, must be printed or typewritten in the form prescribed by the Board and must be filed in duplicate, provided that if a greater number of copies is necessary that same shall be supplied by the party presenting the papers to be filed.

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**PLAINTIFFS AND DEFENDANTS.**

27. All persons should be joined as plaintiffs in whom any right to any relief arising out of the transaction, is alleged to exist. In the event that any such persons should refuse to join as a plaintiff they should then be joined as defendants and the fact of the refusal to join as plaintiffs stated in the application, petition or complaint.

All persons should be joined as defendants against whom the right to any relief is alleged to exist, whether jointly, severally or in alternative and the Board at any time, upon a proper showing, or of its own motion, may order that any additional party be joined as defendant when it deems the presence of such party desirable or necessary.

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**ANSWER—SPECIAL—WHEN TO BE FILED.**

28. The defendant may file an answer of denial to the application petition or complaint of the plaintiff at any time, within the time limit specified, but in the event that no such answer is filed the allegations contained in the application petition or complaint regardless of the absence of denial must be substantiated by proof, unless otherwise ordered by the Board.

If the defendant rely upon any special defense, such as, that the injury or death of the employee was due to the willful misconduct of the employee including intentional, self-inflicted injury, willful failure or refusal to use a safety appliance, willful failure or refusal to perform a duty required by a statute or any other defense of contention and avoidance, such special defense must be set up in an affirmative answer filed at least five days before the date set for the hearing.

### RE-HEARINGS.

29. Any party, or parties, aggrieved or dissatisfied with an award, order or decision of the Board, may at any time within twenty days after the service of same apply for a rehearing on the grounds that the Board acted without, or in excess of its power; that the order, decision or award was procured by fraud; that the evidence does not justify the findings; that the applicant has discovered new evidence; that the findings do not support the order, decision or award, or that the order, decision or award is unreasonable. The application for re-hearing shall set forth specifically and in full detail the grounds upon which said re-hearing is asked for.

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### APPEALS.

30. At any time within thirty days after the application for a re-hearing has been denied, or of the application is granted, then within thirty days after the rendering of the decision on the re-hearing and within twenty days after notice thereof, any party dissatisfied thereby may serve notice on the Board of appealing from the action of the Board, to the District Court in the county where the employer lives or where his principal place of business may be located. The said appeal shall consist of serving a written notice upon any member of the Board or upon the Secretary of the Board by the delivery of a copy of such notice, to such member or Secretary and the filing of the original with the clerk of the court to which said appeal is taken. A copy of such notice must also be served.

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### EXCEPTIONS—APPEARANCES.

31. In all hearings and proceedings before the Board, an exception will be given and entered of record in favor of the party against whom any ruling is made, unless such party has defaulted.

The parties to any controversy or proceeding before the Board may appear in person in their own behalf or if they desire and so advise the Board, they may be represented by an attorney.

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### MODIFICATION OF AWARDS.

32. The Board having continuing power and jurisdiction over an award, may make changes or modifications of its formal findings, either upon its own motion or upon the application of the beneficiary or beneficiaries. If the change is determined upon through the Board's own motion then it must first notify the beneficiary or beneficiaries before making the change or modification.

When application has been made for a modification of an award, it shall be docketed and set for hearing as in the case of original applications.

**COPY OF RECORDS.**

33. Either of the parties to any proceeding before the Board, desiring to preserve the record, will be permitted to do so, providing they provide for the expense or cost of stenographer to do same.

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**ADDRESSING COMMUNICATIONS.**

34. Under all circumstances and conditions address all communications, regardless of the subject matter of same, to the Industrial Accident Board, Helena, Montana.

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**CHANGES IN RULES.**

35. Rules of the Board are subject to change, additions and amendments at any time, without notice, and when in the judgment of the Board new conditions arise requiring new methods of procedure.

It must be conceded that no rules can be adopted that will cover all cases that may arise, therefore, each case must depend, to a great extent, upon its own peculiar facts and individual circumstances.

# UP WITH THE FLAG

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Where freedom beats its pinions  
    Against the bars of shame,  
Where tyrants lead their minions  
    To rule a world aflame,  
Where Liberty is calling,  
    Across the crimsoned sea,  
Her anguished prayer for hearts that dare  
    To keep her children free.

New glory for Old Glory!  
    Be that our word read of fire  
When sons shall read the story  
    Shall they forget the sire?  
For those who gave us freedom,  
    For freemen yet to be,  
Our banner blest shall never rest  
    Until the world is free.

## CHORUS.

Up with the flag! Its stars shall guide us  
    onward.  
Up with the flag! Its strips proclaim our  
    might.  
The flag our hearts are high for, the flag that freemen  
    die for  
Shall cross the sea for liberty;  
God guard the flag of right.

—By Stanley J. Quinn, a native Butte Boy.

# SOME OF THE BOARD'S RULINGS

## SELECTED TO COVER QUESTIONS OF GENERAL INTEREST THAT ARE CONTINUALLY ARISING.

### Length of Incapacity Cannot Be Estimated in Advance.

L. K. Higgins, employed by the Angelica Mining Company petitioned for lump sum settlement of \$89.00 to cover estimated presumptive disability of two months on account of bruised finger and hand.

Upon an investigation of the facts, the Board was anxious to grant the petition, due to the fact that the injured employee was desirous of leaving the state on a visit, yet it was decided that compensation for incapacity or loss of time on account of injury arising out of and in the course of employment could not be estimated and paid in advance. It would not be fair to either party to attempt to estimate the duration of disability, or make such estimate a basis of settlement, except in some extraordinary case or emergency, where the individual conditions governing the situation might justify the Board in endeavoring to reach an intelligent and fair conclusion regarding same.

In all cases of temporary total disability, the Act provides for certain specified weekly compensation to be paid monthly until disability ceases, with a limit of 300 weeks at not to exceed the maximum of \$10.00 per week.

Therefore the petition was denied and compensation ordered paid monthly covering the period of disability, in accordance with the provisions of the Act.

### How to Determine Average Daily Wage.

W. D. Gibson, Manager of the Butte and Zenith City Mining Company, requested the Board to advise what method should be followed in computing compensation for the fractional part of a week when the employe works seven days a week and the daily and weekly wage received is fixed.

Mr. Gibson was advised that in computing the amount of compensation to be paid an injured workman, where his wage is fixed, an average daily wage, exclusive of overtime, must be used as a basis; and that where the employment extends through seven days a week, the employe is entitled to receive (within the maximum and minimum fixed by the Act) one-half of his average net earnings for the seven days constituting the week, and for any fractional part of the week, a proportionate amount; that when the weekly wages represent seven days work, the daily wage is one-seventh of that amount, and where the weekly wages represent six days' work, the daily wage is one-sixth of that amount. This conclusion is manifest from the language of Section 6 (u), which specifically states that the term "week" means six working days, but includes Sunday. (See Opinions of Attorney General.)

## Employers of School Districts.

Question asked by officials of many public school districts as to whether or not the Workmen's Compensation Act was compulsory in its relation or application to the employes of school districts.

The interested parties were advised that Section 3 (e) of the Act provides that where public corporations are employers or any contractor working for them, the terms, provisions, and conditions of Compensation Plan Number Three are exclusive, compulsory and obligatory upon both employer and employee. Section 6 (gg) defines a public corporation as the state, county, municipal corporation, school district, etc. The Act is intended to cover occupations that are "inherently hazardous" as defined in Section 4 and its subdivisions. School districts are engaged in educational pursuits and it is doubtful if the law considers such work "hazardous". The construction of buildings or making of improvements would be considered hazardous.

The employes of the school district, acting in the capacity of teachers, cannot be considered as engaged in a "hazardous" occupation, and therefore would not be eligible to come under the Act. The workmen engaged in repair work on buildings or grounds would be eligible under the law; also janitors, firemen and engineers.

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## Method of Computing Wages of Coal Miners.

Question propounded by committee representing United Mine Workers of America, consisting of Messrs. Wilkinson, Condon and Hunter, and by committee representing the State Coal Operators Association, consisting of Messrs. Whyte, Woodard and Purcell. The two committees named appeared in person before the Board and stated that the contention was, how to fix the daily or weekly wages of coal miners who worked only a portion of the time, and then generally on piece work consisting of a fixed price per ton of coal mined. It was conceded by both committees that the coal mining industry in the state is one that operates only a portion of the year and that the peculiar nature of the business and the limited time of yearly operation must of necessity be a governing factor in determining the average daily, weekly, or monthly wages of the miner, for the purpose of fixing the amount due as compensation.

After considering carefully the arguments presented by the respective committees and submitting the question at issue to Mr. Wagner, of the Attorney General's legal staff, the Board advised the committees that the rule which should guide them in determining the average daily wage for the purpose of fixing a basis upon which to compute compensation for injured employes, should be that whenever the wage received by an employe is in the form of piece work, or of a nature other than a fixed daily wage, the average wage shall be arrived at by taking the total net earnings of the employe for a period of ninety days preceding the accident, which total amount shall be divided by the actual number of days worked, and the result multiplied by six, which would constitute the weekly wage for the purpose of furnishing a basis upon which to compute compensation. If, on account of the shortness of time during which the workman has been employed, or for any other reason it is not practicable to compute the daily wage in this manner, then regard should be had for the average daily wages which have been earned by a person in the same class of work employed by the same

employer; and if there is no person so employed, then by a person working for another in the same class of work. (See Opinions of Attorney General, last pages of this report.)

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### Common Law Defenses.

Question, By Messrs. Berry & Picott of Basin Hardware & Mercantile Company of Basin, asking: If they as employers engaged in retail merchandising, which occupation is regarded as "non-hazardous" under the Compensation Act, should be made defendants in a suit for damages by reason of an accident occurring to one of their employes, would their common law defenses be denied them?

The Board advised the parties that it was of the opinion that where an employer of labor not classified as "hazardous" by the Compensation Act, is sued for damages on account of injuries sustained by workmen, he is not estopped from pleading the so-called common law defenses in any action brought for the purpose of recovering damages by workmen injured while engaged in "non-hazardous" pursuits, as recognized by the Act; that where the Act is silent on what is "hazardous" and what is "non-hazardous", the question can only be decided by the courts. (See Attorney General's Opinions.)

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### Wilfull Negligence.

In re accident to Charles Magela, an employe of the Roundup Coal Mining Company of Roundup, injured June 23rd by falling off a moving "trip" of coal cars, resulting in contusion of leg and laceration of foot, on account of being dragged for a considerable distance. Employer protested against allowance of compensation, on the ground that Magela was guilty of "wilful negligence."

The investigation conducted by the Board established the following governing facts: That Magela was employed as a miner in the mines of the employing company; that at quitting time on the day of the accident, he insisted, in violation of the rules of the mine and also the mining laws of the state with which he was familiar, in riding out on the "trip" leaving his room, instead of walking to the manway, as is customary and in accordance with well established rules. He was told by the driver of the "trip" that his action was contrary to the rules of the mine and that he was liable to fall off, and must get off before anything happened. He refused to get off, insisting that he could take care of himself. On July 3d the driver of the "trip" made and signed, in the presence of witnesses, the following statement:

Roundup, July 3, 1916.

To the Industrial Accident Board,  
Helena, Montana.

Gentlemen:

I was driving on the trip that Charles Magela rode and on which he was injured June 23d. I told Magela to get off, because the foreman told me not to let men ride trips. Magela refused to get off, stating that he would stand the consequences of any injury he might receive. The only way I could get him off would be to knock him off, and I couldn't do this.

(Signed) TONY WANCHENA,  
Driver."

The statement of the driver was not disputed and seemed to cover the facts of the case fairly well.

Black's Law Dictionary defines "wilful negligence" as follows:

"Though rejected by some courts and writers as involving a contradiction of terms, this phrase is occasionally used to describe a higher or more aggravated form of negligence than gross. It then means a *wilful determination not to perform a known duty*, or a reckless disregard of the safety or the rights of others, as manifested by the conscious and intentional omission of the care proper under the circumstances."

The court in the Burns case, 218 Mass., 8, 105, N. E., 601, held that "wilful negligence" meant the "intentional doing of something with the knowledge that it is liable to result in serious injury, or with wanton and reckless disregard of its probable consequences."

In the case of the Great Western Power Company vs. Pillsbury, 149, Pac., 35, the Supreme Court of California held that "the failure of an experienced lineman to use rubber gloves while working around live wires, as the rule of the employer required, was serious and wilful misconduct, which was a bar to recovery of compensation."

In the case of Jetets vs. Grand Trunk Company, Quebec 40 C. S. 204, the court held that—"where a workman does a dangerous act, contrary to the express orders of his superior, and is injured, the accident is one intentionally produced within the meaning of the Workmen's Compensation Act."

In the case of Jones vs. London & S. W. Ry. Co., 3 W. C. C. 46, the court held that—"deliberate and intentional disobedience on the part of a workman to an oft-repeated order, whereby he and his fellow workmen are placed in danger, is serious and wilful misconduct, equivalent to wilful negligence."

In the case of Brooker vs. Warren, 23 T. L. R., 201, the court held, in a case where a fatal accident was caused by the act of the deceased in removing a guard from a circular saw that it was no defense—"that the workman believed the course he was adopting, when disobeying his instructions, was not a dangerous one"—and compensation was refused.

In consideration of the undisputed fact that Magela was an experienced miner, familiar with the rules of the mine and the laws of the State of Montana prohibiting the act that he was knowingly and wilfully guilty of committing, it is clear to the Board that the accident did not "arise out of and in the course of the employment" and also that the "wilful negligence of Magela was the direct and proximate cause of his injury and that, as a consequence, payment of compensation should be denied him.

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### Who Selects Physician.

Question asked by Fred Allen, Superintendent of the Montana-Radersburg Mining Company. When an employe is injured and requires the attendance of a physician, is it the employer's right to select the physician, or does that right belong exclusively to the injured employe? Further, if the employer provides a competent physician and the employe refuses to accept treatment from him and sends for a physician of his own choosing, who pays the bill?

The Board advised Mr. Allen that while the Compensation Law is silent on the question of who shall select the physician to attend an injured employee, yet by common consent in this state the employer has generally furnished the physician except where the employees have entered into a hospital agreement with a physician of their own selection. It is the opinion of the Board that if a competent physician was provided by the employer, and the employee refused to accept the services of the physician so provided, and instead employed his own doctor, the employer would not be compelled to pay for the services of the doctor selected by the employee. However, if the employer had not definitely instructed the employee to go to a certain physician, and allowed him to choose his own physician, or if the company failed to provide proper medical treatment, the employer would be responsible for medical treatment to the injured employee, within the maximum amount and time limit provided in the Act.

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### Segregation of Employees Not Permissible.

Question asked by Symons Dry Goods Company, Hennessy Mercantile Company, Missoula Mercantile Company, Great Falls Implement Company, Murray Hospital, Thornton Hotel and one hundred and twenty other applicants having employees engaged in both hazardous and non-hazardous occupations, in the conduct of the same business. Employing companies such as the Hennessy and Symons Companies employ hundreds of employees in non-hazardous, clerical and office occupations, who clearly do not come under the Act, but in addition thereto, in the operation of the same business, they also employ a dozen or more chauffeurs and teamsters whose occupations are as clearly hazardous, as the others are non-hazardous. The question involved is: Can the employer segregate his employees engaged in hazardous occupations from those engaged in non-hazardous occupations, and come under the law with those employed in hazardous occupations, to the exclusion of those not so employed, when all are employed in the conduct of the same business?

The Board advised the parties in interest that the law does not permit an employer to accept the Compensation Act for part of his employees and refuse it for the remainder. The Act is elective, as to private employers, and the election must be made as to all employees or none. It therefore follows that when the principal business of the employer is non-hazardous, such as the operation of a general mercantile business, conducted in the main by clerks and bookkeepers, the mere fact that a few of the employees connected with the operation of the business such as chauffeurs and teamsters, are engaged in hazardous occupations cannot make the entire operation of the business of merchandising hazardous. The employment of chauffeurs and teamsters, while hazardous work, cannot be considered other than casual to the main business of operating a general mercantile establishment requiring from one to two hundred employees in the conduct of the business. Therefore, the logical conclusion is that an employer cannot segregate his employees and come under the Act with those engaged in hazardous work and exclude those who are not so engaged. Also, it is plain that the principal or main feature of the business, whatever it may be, must govern the determination of whether the business is hazardous or non-hazardous. The minor occupations constitute only casual or incidental employment, as compared with the main or principal business. There can be no doubt that if in fact a business is actually non-

hazardous, no action or order of the Board can make it hazardous, nor can any joint action of the Board and the employer bind the employee.

The consensus of authorities on the subject of Workmen's Compensation Legislation is "that such statutes are beneficial and remedial; that such laws should be interpreted broadly and with elasticity; that equity, rather than the strict letter of the written law, should govern; that the purpose, spirit and intent of the law should constantly be considered, and the language of the law taken in its obvious sense and meaning." It is conceded that "the scope of the Act is determined by the hazard of a business or enterprise in which the workman is engaged rather than by the degree of hazard to which the individual workman is subjected."

It is evident that each case must be decided upon its individual merits and conditions, after ascertaining all the facts and circumstances attending and surrounding each case at issue, based on the theory that the hazard of the business taken as a whole is to govern, rather than the hazard to which an individual workman may be liable. Therefore, admission of the applicants in question under Plan Two was refused, on account of the employment they were engaged in not being "hazardous" as defined by the Law.

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### In Re Hazardous Occupations.

Question asked by Wright, steam thresher, Quinn, Blacksmith shop, Van Blaricom, Coal docks, Abel Bros., butcher shops, Stanhope, automobile garage, McQueeney, drayage and transfer, Rohan, teaming, Home Baking Company, steam bakery, and thirty-six other applicants having employees engaged in both hazardous and non-hazardous work in the conduct of the same business, although the principal part of the business is conceded and recognized to be hazardous, and the only employees engaged in non-hazardous occupations consisted of accountants and bookkeepers. The question involved is: Can the Board admit employers whose business or occupation is not listed in the Compensation Act as hazardous, when the facts clearly establish and show that the business in question is hazardous, and that four-fifths of the employees engaged in the business are doing hazardous work, as against the one-fifth engaged in non-hazardous occupation, in the conduct of the same business?

The Board advised the parties in interest that Section 5 of the Workmen's Compensation Act, as interpreted by the Attorney General, empowered the Board to admit as hazardous any business or occupation which clearly showed on its face that it was hazardous and belonging to that class of industries that the courts have heretofore held to be hazardous; that the investigations of the Board disclosed the fact, that in the application in question, the business or occupation was hazardous, and also that all the employees engaged in the operation of same, except the office employees, were engaged in a "hazardous occupation" as defined and described by the law. The Board therefore admitted the employers making application and in accordance with Section 5 of the Act ruled that they were engaged in a hazardous occupation as defined by the Workmen's Compensation Act.

The Board further ruled that the operation or conduct of the following industries be declared within the scope of the Act as hazardous, and that they be listed under Plan Three, with the following classifications and basic rates:

Steam threshing and plowing outfits, also steam sheep shearing outfits, operated for hire, Class Fourteen, rate two and five-tenths per centum; butcher shops, including slaughtering, Class Nine, rate two per centum; butcher shops, without slaughtering, Class Three, rate one and three-tenths per centum; retail and wholesale lumber, wood and coal yards, and coal docks, using power driven machinery, Class Five, rate one and five-tenths per centum; and where no power driven machinery is used, Class Two, rate eight-tenths of one-per centum; blacksmith shops, Class Five, rate one and five-tenths per centum; automobile garages, including in their equipment power driven machinery, Class Three, rate one and three-tenths per centum; automobile garages doing repair work without power driven machinery, Class Two, rate eight-tenths of one per centum; general draying, trucking, teaming and transfer outfits, Class Three, rate one and three-tenths per centum; steam bakeries, with power driven machinery, Class Two, rate eight-tenths of one per centum. Members of fire departments, other than volunteer firemen, in cities and towns, working under a regular fixed monthly wage or salary; also janitors and engineers, were ordered recognized as engaged in hazardous employment and within the scope of the Act, and to be reported by their respective employers, in the list of employes engaged in hazardous occupations.

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### Injured After Quitting Work.

Claim for compensation made by G. L. Nason an employe of East Butte Copper Mining Company. Question involved—was Nason injured while in the discharge of his regular duties and did his injury "arise out of and in the course of" his employment? Is the employer liable for compensation on account of injuries sustained by an employe after leaving the place of employment?

Statement made by claimant was that he had finished his shift's work at the plant of the company in the evening, and had started for his home a mile distant; that in the dark he strayed from the road and fell into an open ditch, thereby sustaining an injury which resulted in total disability. The ditch or excavation where he fell and received his injury was at or near the boundary line of the property owned by his employer, the East Butte Copper Mining Company, and to the best of his judgment was within the inclosure marking the boundary of the premises of the company.

The Board, after a thorough investigation of the conditions and circumstances governing and surrounding the accident, notified the parties in interest that as a general principle employes while on their way to and from their place of employment are not covered by the Act, although exceptions to that rule exist. In many instances, the employe is unable to exercise any discretion relative to his movements immediately preceding the time of reaching his place of employment, and also after leaving it, at the completion of his day's work. The Board has heretofore held that employment relates to and governs not only the time during which the laborer is occupied in his regular work, but also a later and earlier time during which he is passing from (or to) the surroundings of his employment into (or from) surround-

ings having no relation or connection therewith. The courts have held that in cases where a workman is on the premises of the employer, only for the purpose of securing his pay, he will not be deprived, in case of injury, to the right of compensation. It has also been held that a workman is not "outside the scope of his employment" although he is on the premises of the employer only for the purpose of securing his belongings, provided that he is there with the employer's consent and permission, and during the period of time for which he has been engaged to work for the employer. It seems to be agreed by the authorities that in cases where any workman, during the hours of his employment, with the knowledge of his employer, ceases working for a short time, for purposes of his own, that are not objected to by the employer, the continuity of his employment is not thereby impaired. If, however, no consent is given by the employer, or the circumstances show that the time taken was not to be considered the employer's time, then the workman ceases his employment and is considered to be engaged in his own business.

In the absence of peculiar conditions or specific circumstances to the contrary, the Act does not apply to a workman in going to and from his work. The provisions of the Law clearly indicate that the Workmen's employment begins, in the ordinary course, only when the time for work has arrived and the locality has been reached at which his work is to be performed, and likewise the employment is ended when the work has been concluded and the workman has left the place of work and the premises of the employer, but as has been stated, the Board is in accord with decisions handed down by the courts that "the moment that actual work begins cannot be taken as the true moment of the commencement of the employment, for the purpose of determining the right of compensation." Neither can the moment that the actual work ceases be considered as the governing time of the termination of the employment, in all cases.

In the case of Holmes vs. Great Northern Railway Company, the court held that an accident occurring before the place of work was reached was compensable because during the antecedent period within which it occurred, the employe was, as a matter of fact, under the employer's control as to his movements.

In the case of McKenzie vs. Coltness Iron Company, the court held that "the words 'in the course of his employment' govern any part of the undertaking in which the man may legally be for the purpose of his employment and in the pursuance of that employment."

In the case at hand, the investigation disclosed that Nason, after performing the work assigned to him by his employer, was compelled to travel from his place of employment to his home, and likewise from his home to the place of employment provided by his employer, each day; that there was only one road or path, which it was customary as well as proper for employes to travel in going to and from their places of work; that his employer was aware of and consented to the said arrangement which provided for the claimant to reach the place of employment at a certain time of the day, and also to leave said place of employment at a certain time of the day, by a certain specified,

agreed route; that the injury occurred on the premises of the employer, although not at the exact spot or place of employment; that the employe was not guilty of wilful negligence in straying from the path before passing out of the inclosure marking the boundary of the employer's premises. The Board therefore held that the injury (in this case) arose out of and in the course of the employment and that the payment of compensation, as provided in the Act amounting to \$10.00 per week during the period of disability, should be allowed.

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### Injured During Noon Hour.

Joseph Kawa, an employe of the Imperial Elevator Company, operating under Plan Two of the Act, was killed during noon hour, while on his way to dinner, in crossing the right-of-way of the Great Northern Railway Company. The liability of the Imperial Elevator Company was carried by the United States Fidelity and Guaranty Company. The widow of Joseph Kawa filed claim for compensation as a beneficiary of the decedent, which claim was questioned by the Insurance Company, although they did not take an arbitrary position, but submitted the facts to the Board and asked for a ruling.

The facts covering the case as disclosed by the investigation conducted by the Board, assisted by the statement made by the special investigating agent representing the Insurance Company, established substantially the following undisputed governing conditions:

The deceased, Joseph Kawa, was employed in unloading coal from a box car into bins of the Elevator Company, erected on a siding paralleling the main line of the railway track. He was living in a cabin on the Railroad Company's property and had to cross the track of the Company in going to and from his work. The special agent of the Insurance Company in reporting the circumstances attending the accident to the Insurance Company, concluded his report with the statement that:

"Inasmuch as Kawa stopped work at 12 o'clock, he was clearly on his own time."

The undisputed facts clearly indicate that Kawa was at work, in the course of his regular employment, shoveling coal from a box car of the Railroad Company into the coal bin of the employing company; that at 12 o'clock mid-day he temporarily suspended work for the purpose of going to his cabin a short distance away, to partake of his noon-day meal; that in leaving the coal car in which he was working, his direct and usual travelled course to his place of residence led him directly across the railroad track, where he was struck by a passenger train and killed, within approximately fifty feet of the place where he was working; that his place of work and his place of residence, as well as the spot where he was killed were all on the premises of the Railroad Company.

The evidence disclosed the fact that Kawa was working for the Elevator Company, receiving thirty cents per hour, for a nine hour working day; that the terms of his employment allowed him from 12 o'clock mid-day to 1 o'clock for his mid-day meal; that in preparing and partaking of his noon-day meal, he did not leave the premises where he was employed; that he was injured within a few moments after lay-

ing down his shovel and within a few feet of where he was working; that the accident was not caused by the willful negligence of the deceased.

The question of "away from the premises of the employer" and "on the premises of the employer" is fully considered in this case, which differs, however, from other cases considered by the Board in that it occurred at the noon hour and on the premises of a third party and through the agency of the third party. For these reasons the questions involved in the case were submitted to the Attorney General, whose opinion will be found in another part of this report. The opinion concludes with the following language.

"A grain elevator, as a matter of necessity, is located upon the right-of-way of a railway, usually under lease from the railway company, and it would appear to me that the dangers of crossing the railroad tracks is one of the hazards of the employment in the grain elevator, and that the employment of the deceased in this case would not refer to the exact moment of his arrival at the grain elevator, but that the hazard of his occupation commences when he begins to cross the railroad tracks to his work and that it continued until after he had crossed the tracks after leaving his work.

I am, therefore, of the opinion that compensation should be paid in this case by the Insurance Company, to the beneficiary of the deceased employee."

The opinion of the Attorney General was submitted to the Insurance Company and they accepted same and commenced paying compensation as per order of the Board.

The conclusion of the Attorney General's opinion deals with the hazard of the occupation on account of the place of work being situated on the right-of-way of the railroad company, and the continuance of the relation of master and servant during the noon hour, and away from the plant of the employer, as these questions were involved in the case.

From the numerous citations in the opinion, it seems that the employment is not broken by the interval of meal time, especially if on the premises of the employer, and regardless of whether the employee is working by the day or hour. An injury received during this time arises out of and in the course of employment, unless the workman is doing something wholly foreign to his employment. This seems to be well established in the case of Archibald v. Ott, W. Va. 87, S. E. 791.

An employee, in the course of his employment, may do any act of a personal nature that a person may reasonably do, not in conflict with the specific instructions given, without passing beyond the protection of the Compensation Act. In the case of Sokquet v. Commercial Mills Company, 1 Conn. Comp. Dec. 653; the claimant was injured while giving a co-employee a ride on the truck used for carrying beams, during the noon hour, and after she had finished her lunch, being allowed to eat lunch on the premises, by her employer, the injury did not arise in the course of her employment.

In other cases, the doctrine seems to be established that the noon hour is fully included within the time of employment, and an injury occurring during this time is within the scope of the Compensation Act,

unless it is caused by some act of the employe, entirely disconnected and apart from the ordinary occupation of eating his meal.

The Board held that the claim of Mrs. Kawa as a beneficiary of her deceased husband, Joseph Kawa, was valid and instructed the Insurance Company to pay the compensation provided by the Act.

### Injured Before Starting Work.

Henry Lieneau, employe of F. M. Shoemaker of Missoula, applied for compensation account of injury sustained in course of his occupation. Protest against the favorable consideration of the claim was filed by the insurance carrier, the Aetna Life Insurance Company, on the grounds that the accident did not "arise out of or in the course of" the employment.

The facts covering the case, as disclosed by the investigation and established by the testimony of witnesses examined by the Board, also by affidavit filed by the claimant and statements filed by the employer, which statements and affidavit were undisputed, established substantially the following governing conditions: The claimant, Henry Lieneau, while cranking a Ford automobile, the joint property of himself and father, at his own home three miles from the city of Missoula, the place where the business of his employer was located, was injured by the "flare back" or "back fire" of the automobile, resulting in a fracture of his right arm between the wrist and elbow. Lieneau was cranking his automobile preparatory to starting for Missoula to the plant of his employer, where he was employed.

The affidavit of the claimant, filed with the Board on February 8, is not controverted or disputed in any particular, and unquestionably sets forth the facts of the case clearly and concisely. In the affidavit the claimant states as follows:

"I, Henry Lieneau, being first duly sworn on oath, depose and say that I am seventeen years old and that I reside about three miles from the city of Missoula, that on or about November thirteenth, Nineteen hundred and fifteen, and for some time prior to that date, I was employed by F. M. Shoemaker of Missoula as a machinist helper in the said F. M. Shoemaker's garage. On the date above mentioned at about seven forty-five, A. M. I was cranking my Ford automobile at my home preparatory to going to Missoula to work and while so engaged the engine back-fired, causing crank to said automobile to strike my arm, breaking same. The automobile in question was owned by myself and father jointly and the said F. M. Shoemaker had no interest in same and did not provide me with it as a means of transportation between my home and his garage. On account of this accident I was disabled from November 13, 1915, to January 8, 1916, at which time I reported to F. M. Shoemaker for work but did not go to work as Mr. Shoemaker stated that on account of business being slack he did not have any work for me to do."

The fact was clearly established that claimant was injured while away from the plant of the employer, and without the employer's knowledge; that at the time of the injury he was not occupied in the work of his employer, that he was at his own home and was preparing in his own way to proceed to the plant of his employer to start work for the day; that it was his custom to travel from his home to the

plant of his employer three miles distant in his automobile; that the employer had no interest in the automobile used, or the method employed by the claimant in going to or from his work; that same was not done with his consent or with his knowledge; that it was immaterial to him and that he had no interest in the method employed by the claimant in travelling from his home to his place of employment, or vice versa. As a general thing, it is laid down by the authorities that an accident which occurs to an employe in going to or from his employment is not to be regarded as "in the course of or arising out of the employment." It is conceded that circumstances may change the application of this rule, but as a usual thing the courts hold that it applies.

In the case of Hilles vs. Blair, 182 Mich., 20, the court held that accidents which befall an employe going to or from his work are not, as a general rule, to be regarded as in the course of or arising out of the employment. The court held that it was a part of the employe's duty to reach his place of employment, and that the method of travelling was not controlled by the employer.

In the State of West Virginia, the Supreme Court held, 83, S. E., 88, that "an injury incurred by a workman in the course of his travel to the place of his work, and not on the premises of his employer, does not give right to participation in the compensation fund, unless the place of injury was brought within the scope of the employment by an express or implied requirement in the contract of employment, or its use by the employe in going to and returning from his work." In denying compensation in this case, the court said that "if it had been shown that the decedent approached his place of work by the only means of access thereto, and was almost within reach of it at the time of the injury, some of the authorities relied upon might justify the allowance of the claim, for the employment is not limited to the exact moment of the arrival at the actual place of work, nor the specific moment of retirement therefrom. It includes a reasonable amount of time before and after actual work. But, on the contrary, if the employe at the time of the injury has gone beyond the premises of the employer, or has not reached them, and has chosen his own place or mode of travel, then the injury does not arise out of his employment, nor is it in the scope thereof."

In a Massachusetts case, the court held, 107 N. E., 349 that "where an employe was killed on returning home at the close of the day's work, upon a railroad track where he was struck by a train, the employer is not liable for compensation, where the contract of employment did not provide for transportation, or that he should be paid for the time taken in going and returning to his place of employment, and it appeared that when the day's work had ended, the employe was free to do as he pleased."

It is evident from the authorities that the protection of the Compensation Law does not extend, except by special contract, beyond the locality or vicinity of the place of employment. In the case in hand, no special contract existed, and the only thing out of the ordinary that might be noted was the statement of the employer to the effect that

the employe was at all times subject to call for duty, but the fact remained unquestioned and undisputed that at the time of occurrence of the accident, at 7:45 in the morning of November 13, 1915, the employer had not called him, nor assigned him any duty or work to be performed, and that at the time of the accident he was preparing to leave his home for the place of work three miles distant, and that he had not entered upon his work of service or employment for that day, and that at the time of the accident he had no duties to fulfill for his employer and that his employer had no duty to fulfill toward him. The relation of employer and employe had ended on the preceding day, at the time he left the plant of his employer, having fulfilled his work for that day, and had not yet been resumed for the day upon which the accident occurred.

As a conclusion of fact the Board found that the claimant had failed to sustain his claim for compensation, as the accidental injury did not "arise out of and in the course of his employment," and from the undisputed testimony submitted in the case, the Board held as conclusive that the claimant had failed to show that he was entitled to compensation, or that the injury which he suffered came within the scope of the Workmen's Compensation Act. Therefore the application for compensation was denied.

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### Settlement, Permanent Partial Disability.

In re claim for compensation by Morton P. Yonts, employe of Anaconda Copper Mining Company, operating under Plan One, for loss of right hand; also claim of George H. Hoen, an employe of Benson Carpenter Company, operating under Plan Two, for loss of two toes on left foot; also claim of Elsworth Space, an employe of E. L. Olson of Poplar, operating under Plan Three, for loss of right eye; and twenty-two other cases of similar import. All employees in question petitioned for permission to receive the compensation due them in a lump sum, in lieu of monthly payments. Question asked: If an employe suffers the loss of a member and returns to work within the two weeks waiting period, is he entitled to compensation for the number of weeks provided in the law covering the loss of members resulting in permanent, partial disability. Does the question of incapacity or loss of time apply in such cases.

The Board advised the employes, and employers in interest, that where a certain definite amount of compensation is provided by law, as for the loss of a hand, the loss of a toe, or the loss of an eye, as in the cases mentioned, the amount specified for same in the Act must be paid, regardless of the time when the injured employe returns to work. The length of the period of disability is not a feature in determining the compensation due an injured employe for injury of the character mentioned. There is one case on record reported from Butte, where an injured employe, who lost two fingers of his left hand, returned to work the day following the injury. In another, reported from Billings, an injured workman likewise suffered the amputation of two fingers from the left hand, did not return to work for eight weeks after the accident, yet the settlement in each case was exactly the same and was based on the specific amount for such injury, as provided in Section 16 (i) of the Act, which states that the compensation payable for certain specified injuries is fixed at a certain amount, which amount shall be in lieu of any other compensation provided by the Act. It is

therefore not permissible to allow compensation for incapacity or loss of time because the Act plainly states that the specified amount of compensation provided shall be "in lieu of any other compensation." Cases have come under the observation of the Board where, in addition to the specified injury, consisting in one instance of the loss of the thumb of the left hand, the arm was also bruised and lacerated to such an extent that aside from the amputation of the thumb the injured employe was incapacitated and unable to return to work for a period of two months after the injured thumb had healed sufficiently to permit him to resume his ordinary occupation, but as his loss of time was due to the injury to the arm exclusive of the thumb, compensation was allowed for the period of incapacity, on account of the injury to the arm, and also the specified amount of compensation was allowed for the loss of the thumb.

In each instance, the cases above mentioned were investigated carefully by the Board, and without an exception the petitions of the injured employes were granted, and payment of compensation consisting of the specified amount provided by the Act was awarded and ordered paid in a lump sum.

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### Loss of Use of Member

Frank Davies, an employe of Murphy Print of Butte, filed claim for compensation on account of injury received in course of occupation. Compensation was paid for about six months when protest against further payment was filed by the insurance carrier, the Aetna Life Insurance Company, on the ground that the claimant had sufficiently recovered from the injury sustained to go to work.

The facts of the case, as disclosed by investigation conducted by the Board and established by the testimony of witnesses examined by the members of the Board, also statements filed by the claimant and by physicians handling the case, and the insurance carrier, which evidence and statements were practically undisputed, were substantially as follows:

That on September 27th, 1915, at about 11:30 A. M., the claimant, Frank Davies, was in the employ of the Murphy Print Company, which was under Plan Two of the Workmen's Compensation Act; that the insurance carrier was the Aetna Life Insurance Company, a company duly authorized to do business in the State of Montana: That Frank Davies, while trying to take a spoiled sheet of paper from printing press, had his hand drawn into the press, resulting in lacerating and crushing same; That the injured employee was engaged in his regular occupation for the employer, in his place of business; That the injury arose out of and was received in the course of his employment; That the attending physician, Dr. T. C. Witherspoon, stated in his report of the case, on September 30th, that the injury consisted of—"crushed right hand as far back as proximal ends of the metacarpals". On December 9th, the physician's report of the case, or "Certificate of Condition", states—"practically loss of function of one hand". On February 26th, 1916, the "Certificate of Condition" filed by the attending physician, contains the following—"right hand badly deformed,

of very little use". On March 8th, the insurance company advised that—"there is no doubt about this boy's hand being badly deformed and we believe that the deformity is permanent in character, but we also believe he is capable of working, if he wants to". On March 18th, the father of Frank Davies submitted statement, saying that—"the right hand of Frank Davies has been rendered practically useless on account of the accident sustained, and it is the opinion of several physicians who have examined him that he will never have any use of same to amount to anything". On April 4th, 1916, Dr. Riddell, of Helena, acting for the Board, examined the claimant, Frank Davies, with special reference to the injured hand, and stated that the accident had resulted in practically the complete loss of the function or use of the right hand. That the thumb and forefinger, in addition to being badly deformed, were entirely paralyzed and the last three fingers of the hand also badly deformed, while retaining some slight motion, were of very little use, if any at all, in the ordinary interpretation or meaning of "useable fingers" and that in his opinion the hand was of no real use for earning a living. On May 5th, Attorney John M. Sullivan, filed a statement in part as follows—"Frank Davies started to work as a messenger boy for the Home Independent Messenger Company a short time ago. What compensation he is to receive he does not know, as he has not worked a month for the company, but expects to receive the ordinary messenger wages of One (\$1.00) Dollar a day. The chief requirements for a messenger are to be able to use his feet and his tongue, and Frank Davies does not claim that either of these are injured. Because the boy has lost the use of his hand is not a good reason why he should become a drone upon the community if he feels competent to do something else for a livelihood. The occupation he intended to follow having been taken away from him forever, by the injury to his hand". The foregoing substantially makes up the record in the case.

The fact is clearly established that the personal injury sustained by applicant incapacitated him from following the occupation that he was engaged in at the time of receiving the injury. The fact is clearly established that the applicant Frank Davies, had secured employment with the Murphy Print Company, with the intention of learning the printing business, in the expectation of following same as a life vocation. The fact is clearly established that at the time of the injury, he was receiving apprenticeship wages, of One (\$1.00) Dollar per day and expected to be raised to Two (\$2.00) Dollars per day on the first of the month following the date of the accident. The fact is also established that the claimant is now working as "messenger boy", receiving wages of One (\$1.00) Dollar per day.

The statement of the father that the physician insisted on amputating the hand and was preparing to perform the operation when he interfered, is not disputed. It is a serious question whether the father acted wisely or not in preventing the amputation, for the medical authorities consulted by the Board, who examined the case, advise that even now it would be wise to remove the thumb and forefinger, as in their present condition they interfere with any possible function of

the other fingers of the hand. They also advise that the injured tissues of the fingers and hand are liable to further wasting away, owing to lack of nutrition, and that, instead of the injured member improving, it will grow steadily worse as time passes.

The examination and physical tests conducted in the presence of the members of the Board established the fact that the claimant has no normal use of any portion of any of the fingers of the right hand, or of the thumb thereof, or the hand itself. The crushing and laceration that the hand was subject to has resulted in same being very badly deformed and has left it without power or function except as to the third and fourth fingers, which, while he cannot voluntarily open or close same, still retain some apparent life, or weak, feeble function, such as the retention of a lead pencil, if placed within those two fingers, although he cannot pick up a pencil or anything else with those fingers, or any other portion of his hand, which, for all practical purposes, or uses, in earning a living, is without use or function and considered from such a viewpoint might better be amputated, and can well and reasonably be classed as a case of "complete paralysis" of the hand, as provided for in Section 16 (k) of the Montana Act.

While possibly the hand cannot be literally described as completely or entirely paralyzed at the present time, because there is, as stated some slight function in the third and fourth fingers, yet the function existing is not such as to entitle the injured member to consideration as a "usable hand", in the ordinary, normal, accepted use of the term, and judging by the medical testimony adduced, it is only a question of time until the paralysis will be complete.

In the matter of earning a living, through the medium of manual labor, such as he was following at the time he received the injury, the hand is worthless and clearly falls within the meaning of the Law, as expressed in Section 16 (i) of the Montana Act, containing the schedule of compensation for specified injuries, consisting of "FOR THE LOSS OF".

The statement made by the claimant that he is totally incapacitated to resume the occupation, or employment, that he was engaged in at the time of the injury, is not disputed. The insurance carrier contended that as the claimant is physically able to perform labor or work in other lines at a wage equal to what he was receiving at the time of the injury, that compensation for incapacity should cease, regardless of the physical condition of his hand, which, on account of the accidental injuries sustained, prevents him from resuming his former position, or occupation.

Without passing an opinion on this contention of the insurance carrier, the Board reaches the question of whether or not the loss of the use of the hand of the claimant is entitled to consideration, calling for compensation, as provided for in the Montana Workmen's Compensation Act, regardless of what wages he may now be earning as a "messenger boy". The accident resulted in the total incapacity of the claimant to continue the work or occupation that he was engaged in at the time of the injury and has so circumscribed his usefulness as

to limit his field of future endeavor to that of the "messenger boy", and kindred callings, which is a rather severe sentence to impose on a twenty year old boy.

The authorities shed considerable light on this question and among many court decisions we find that the courts of Wisconsin held, in the Mellen Lumber Company case, 154 Wis. 114, that

"one who by the loss of a thumb and finger on one hand, is disabled from following the particular calling in which he was engaged, is entitled to compensation for total disability, regardless of what he may be able to earn in other occupations".

The Massachusetts courts, in the Meley case, 219 Mass., 136, held that

"where a hand cannot be used in its ordinary manner, but can be used only as a hook, it is incapable of use within the meaning of the act and the incapacity or use need not be tantamount to the actual severance of the hand".

The court further states

"the additional amount to be paid in cases of a loss of a hand shall also be paid where the hand is not lost, but so injured as to be permanently incapable of use \* \* \* a case where the hand of the workman was injured to the extent that he had the ability only to use the hand to the extent of a small amount of motion in the thumb and first finger, with the middle, ring and little fingers paralyzed and with an interference of the circulation to such a degree that the hand goes to sleep."

In the Meley case the question was whether the hand of the employee had been rendered permanently incapable of use, due to the injury consisting of a cut across the hand whereby most of the flexor tendons were severed. The hand itself had not been amputated in whole or in part, neither was it paralyzed. Nevertheless, the finding of the court was that the hand had been rendered incapable of use and in the decision rendered the court stated that—"certainly it could be found that the normal use of the hand was wholly gone". That it was enough to find that the normal use of the hand had been taken entirely away.

The New York courts, in the case of Rockwell vs. Lewis, 154, N.Y., held that

"the complete loss of the index, second and third fingers, and an injury to the fourth finger, which makes it stiff and practically useless, amounts to a permanent loss of the use of the hand, which is to be considered as equivalent to the loss of the hand, either by amputation or complete paralysis."

It is evident, from the opinion of numerous authorities on this question, as well as the decisions of the courts, that have been referred to, that the meaning of the language of Section 16 (i) in the words "FOR THE LOSS OF", should be accepted in its ordinary, logical and reasonable meaning, which would unquestionably be "for the loss of the use of", whatever member might be affected or injured to such an extent that the injured person can make no further practical use of same. Such a condition would mean or constitute the loss of said member and call for the payment of compensation accordingly.

The same deduction and line of reasoning makes it evident that meaning of the language of Section 16 (k), in the words "complete paralysis" should be accepted in its ordinary sense and usual every day meaning, which would without doubt be "complete paralysis as to any beneficial use or normal function of the affected member" and would entitle the injured workman to compensation accordingly.

Under the undisputed testimony in the case, the Board holds as conclusive that the claimant has established and clearly proven the fact that his injury and disability come within the meaning and scope of the Montana Workmen's Compensation Act and that the accidental injury so sustained has resulted in a permanent disability, whereby the claimant's right hand has been rendered permanently incapable of use in earning a living by manual labor and he is permanently incapacitated for work as a printer, which was his occupation when injured.

That, within the meaning of, and for the purposes and objects of the Montana Workmen's Compensation Act, the claimant, through his injury, is entitled to compensation "for the loss of" the ordinary normal use of his right hand, as provided in Section 16 (i) of the Act. Which hand, within the meaning of the Law, as interpreted by this Board, is a case of "complete paralysis" of the ordinary, normal function or use of the hand, as provided in Section 16 (k) of the Act.

THEREFORE, the claim for compensation of Frank Davies is allowed and the Industrial Accident Board makes the following

#### Award:

That the Aetna Life Insurance Company, shall pay to Frank Davies, his guardian or parent, as the legal right may appear, weekly compensation, in monthly payments, in the amount of Six (\$6.00) Dollars per week for one hundred and fifty (150) weeks from the date of the injury, less whatever amount the said insurance company may have heretofore paid to the said Frank Davies in compensation. Said payments to commence within thirty (30) days from the date of order.

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#### Occupational Disease.

A. E. Lawrence, an employe of the Butte Electric Supply Company, filed claim for compensation injury received on April 7, 1916. Protest against payment of compensation was filed by the insurance carrier, the Aetna Life Insurance Company, on the ground that claimant's incapacity was not due to an accidental injury, but was caused by the contracting of a disease.

The facts of the case, as disclosed by the investigation conducted by the Board and established by the testimony of witnesses, also by statement filed by claimant, which are practically undisputed, show substantially the following governing conditions:

That on April 7th, the claimant, A. E. Lawrence, was in the employ of the Butte Electric Supply Company, who was under Plan Two of the Workmen's Compensation Act; That the insurance carrier was the Aetna Life Insurance Company, a company duly authorized to do business in the State of Montana; That A. E. Lawrence, while engaged in his ordinary occupation as employe of said Butte Electric Supply Company, was overcome with what his physician report as "complete multiple

neuritis". That while in the employ of the Butte Electric Supply Company, a portion of the time of claimant was devoted to the work of charging automobile batteries; That the injury, if such it is, arose out of and was received in the course of his employment: That the attending physician, Alfred Karsted, stated in his report of the case on April 27th, that the injury consisted of—"complete multiple Neuritis"—resulting in—"almost complete paralysis of the legs and partial paralysis of the arms"; That the injury or trouble was—"due to some chemical intoxication"—and should be classified as an—"occupational disease"; That on April 29th, Dr. Karstad stated in his report in describing the extent of the injury that same was—"Multiple Neuritis, involving both upper and lower extremities, consisting of complete paralysis of both legs and partial paralysis of the arms"—and that in describing complainant's injury he reached the conclusion that it was a case of—"occupational disease"; That on May 4th, Dr. Caroline McGill stated in a report covering the case that it was—"gland paralysis of hands, forearm, arm; of thigh, foot and leg on both sides. Reaction degeneration present". That the symptoms from which he was suffering were due—"entirely to intoxication by some chemical poison".

The statement of the claimant, A. E. Lawrence, filed with the Board on May 29th, is not controverted nor disputed in any particular, and in all probability sets forth the facts governing the case clearly and concisely. It is as follows:

"I am 37 years old, married and am an electrician by occupation. I have been employed by the Butte Electric Supply Company and the Holding Corporation for the past 20 years. During this 20 years I have put in a minor part of my time charging batteries, as charging batteries is a small part of the business. I have always been very healthy and never had a serious illness or accident and I never felt any ill effects from charging batteries until the early part of April, 1916. I had been engaged for about a month prior to this time charging these batteries. These batteries are charged in the basement of the Butte Electric Supply Company, 44 East Broadway, and there is plenty of fresh air. In charging these batteries a specially prepared sulphuric acid solution is used, the specific gravity of which is 1300, which figures about 20% acid and the rest water. Electric current is also used and plates are of lead oxide. I always used rubber gloves in handling these plates. In charging these batteries the fumes from the gas is hardly noticeable.

Along in the beginning of April, my hands began to get numb and this feeling gradually crept over my body until about April 6th, I was obliged to lay off and my limbs became almost entirely useless. I had partial use of my arms; but was unable to pick up anything with my hands and hold onto it. I had no sensation of pain and my pulse and temperature remained normal and I could still feel the difference between heat and cold. I remained in this practically helpless condition until May 23rd, when I began to recover gradually and at this time I am able to walk around the house without the aid of crutches, but I take them with me on the street, as I get tired after walking for a while.

I have no recollection of straining myself or having any kind of an accident at or about the time I first began to be troubled with numbness. I was moving these batteries around

more or less and they weigh from 50 to 100 pounds and it is possible that moving them around, I may have strained myself but if I did, I have no recollection of doing so.

I have been attended by Drs. Karstad, McGill and an Osteopath, Dr. Stryker. They all diagnosed my case as being chemical intoxication of the nerves and called it Multiple Neuritis. In all my years of experience I never heard of a case like mine before and I have asked several people in the business but have been unable to learn of any such case, although there are cases where men working at charging batteries, sometimes get sick to the stomach and get a headache. I did not experience any of these symptoms.

I am 5 ft. 11 $\frac{1}{4}$  inches tall and at the time I was taken sick weighed 211 $\frac{1}{4}$  pounds. I have lost 14 $\frac{1}{2}$  pounds up to date.

Dated at Butte, Montana, this 26th day of May, 1916.

(Signed) Arthur E. Lawrence."

The statement of the claimant, as well as the report of Drs Karsted and McGill indicate that the injury or trouble from which the claimant is suffering was sustained, as stated by him, while working with—"sulphuric acid and lead in charging storage batteries for automobile use".

Therefore, expert testimony on the case was solicited by the Board from the noted chemist Emil Starz, who after investigation of the case submitted the following opinion:

"Helena, Montana, May 12, 1916.

Hon. A. E. Spriggs,  
Chairman Industrial Accident Board,  
Helena, Montana.

Dear Sir:

In reply to your letter of May 9th, 1916, relative to the case of A. E. Lawrence, of Butte, I beg leave to make the following statement:

Accidental injury, through the fumes of Sulphuric Acid, is impossible for the reason that Sulphuric Acid emits no fumes whatever at ordinary temperature, and upon mixing it with water raises the temperature of the mixture, but does not produce obnoxious fumes. In refilling storage batteries, such as are used in automobiles, a diluted Sulphuric Acid is used of a specific gravity of about 1,200. In the batteries themselves are lead plates, separated by an insulating material.

Now the clinical picture, as presented in the case of Mr. Lawrence, strongly points to an old intoxication. I am convinced that his troubles are not the result of Sulphuric Acid fumes (for the reasons given above), but the result of lead intoxication, extending over a long period, and arising from coming in contact continually with small amounts of lead while working with the storage batteries.

The Multiple Neuritis, from which this man is suffering at present, is not the result of an accident, but acquired in the performance of his work, extending over many months, and therefore, must be classified as an occupational or industrial disease.

Trusting the above will be of some service to you, I remain,  
Very truly yours,

(Signed) Emil Starz."

It is evident from the opinion of Dr. Starz, as well as the reports of Drs. Karsted and McGill, that the trouble the claimant is suffering from is a disease generally recognized as an "Occupational Disease"

which is a disease peculiar to and arising out of employment in which the workman is engaged, as distinguished from a disease which may be contracted in any employment under any circumstances or conditions, such as Pneumonia, Typhoid Fever, and kindred troubles. A disease which is peculiar to an employment and contracted by coming in continual contact with "fumes arising from acid and lead used in charging batteries" is properly considered an "Occupational Disease" growing out of the occupation of charging lead filled, sulphuric acid treated, automobile storage batteries.

The examination of the evidence submitted in the case indicates that claimant's incapacity resulted from a gradual process of poisoning occasioned by the work he was engaged in where the oxydation of the lead diaphragms or parts of the batteries resulted in the poisoning, described by the physicians—"Multiple Neuritis" which Webster defines as "Inflammation of Several Nerves at Once". This result was reached gradually and in all probability arose out of the claimant's employment, as it cannot be traced to point of time or place, as would be the case if it were the result of a lesion produced by an external violence or internal strain.

There is no intent in this opinion to discuss the question of Occupational Diseases, for the reason that the Montana Compensation Act does not provide for the payment of compensation for incapacity resulting from disease of any kind, either occupational or ordinary. It is, therefore, wholly immaterial in the case of the claimant whether he is suffering from Occupational Disease or a disease of some other kind. The question to be determined is whether or not the ailment or injury of "Multiple Neuritis", which claimant is suffering from is due to an accident or personal injury as defined in the Workmen's Compensation Act.

The words "occupational disease" are not used in the Montana Act, but the word "disease" is used, and being a generic term, the use of the word "disease" excludes from the operation of the Act both occupational and ordinary disease, contracted in the usual or ordinary manner. This clearly indicates that the only persons covered by the Compensation Act are those receiving "personal injuries accidentally sustained" as distinguished from the "contraction of disease".

Therefore, the injury in this case has been directed to the question of whether the claimant, asking for compensation is entitled to it, for a personal injury which has been accidentally sustained, and to determine as far as the case in hand is concerned, what is personal injury accidentally sustained. To reach a logical conclusion in the matter the Board is of the opinion that it should eliminate consideration of the cause of every disease, even though contracted in the course of the employment, unless it be a disease which is the direct result and has arisen out of a personal injury accidentally sustained, such as the infection of a wound producing blood poison or something of a similar nature. Under such conditions blood poisoning could properly be considered a continuation of the personal injury, for which compensation would be allowed until the afflicted person was able to resume his employment.

Section 3 (a) of the Act in part—"In an action to recover damages for *personal Injuries* sustained by an employee in the course of his employment or from death resulting from *Personal Injuries* so sustained, it shall not be a defense, etc." Section 3 (b) says—"The provisions of Section 3 (a) shall not apply to actions to recover damages for *Personal Injuries* sustained by household or domestic servants, etc". Section 3 (c) says that employers accepting the Law shall have no further liability whatsoever for the death of or *Personal Injury* to any employe "except as in this Act specified, \* \* \* \* and on account of such death of or *Personal Injury* to any such employe, are hereby abolished, provided Section 3 (a) shall not apply to actions brought by an employe who has elected not to come under the Act, or by his representatives for damages for *Personal Injuries* or death against an employer who has elected to come under the Act".

Section 3 (d) states that where both employer and employe elect to come under the Act the provisions shall be exclusive in relation to all litigation or proceeding whatsoever for or on account of any *Personal Injuries* to or death of such employe, etc. Section 10 (a) provides that all claims shall be forever barred unless presented within six months of the date of the happening of the *Accident*. Section 16 provides that all employers that elect to come under the Act shall be liable for payment to any employe who has elected to come under the Act who shall receive an *Injury* "*Arising out of and in the course of his employment*." Section 17 (g) prohibits the recovery of compensation by an injured employe unless within 60 days after the occurrence of the Accident which is claimed to have *caused the injury* notice shall have been given to the employer, etc. Section 17 (h) states that every employer of labor must make a full and complete report of every *Accident* to an employe arising out of or in the course of his employment, etc.

The word "*Injury*" is defined in Section 6 (k) and 6 (q). Section 6 (k) is as follows—"Injury means and shall include death resulting from injury". Section 6 (q) is as follows—"Injury or *Injured* refers only to an injury resulting from some fortuitous event, as distinguished from the contraction of disease."

The definition of "*Fortuitous*" in Webster's Dictionary is—"something happening by chance or accident; coming or occurring unexpectedly; or without any known cause; chance; casual." The Century Dictionary gives the definitions as—"accidental, casual; happening by chance; coming or occurring without cause or without any general cause; random." Funk & Wagnall's gives the definition as—"occurring by chance; as opposed to design; pertaining to events that are without cause; as opposed to design; pertaining to events that are without cause; loosely; without any known or established cause; accidental; casual." The words "*Fortuitous Events*" have been construed by Zappals vs. Industrial Insurance Commission, 145 Pac. 54, to be the full equivalent for the word "*Accidents*".

From the foregoing it can be readily seen that Section 6 (g) defining the word "*Injury*" or "*Injured*" in common ordinary language and meaning would read as follows: "*Injury*" or "*Injured*" refers only to injury resulting from some *Accident*, as distinguished from the con-

traction of diseases". Therefore, it would seem very clear that the Montana Compensation Act only provides for the payment of compensation in cases of a *Personal Injury* resulting from some *Accident* and that such accident must be distinguished from the contraction of diseases.

It is evident that the language of the Act not only clearly fails to include, but positively excludes from the operation of the Law diseases of all kinds, either occupational or ordinary. The meaning of the different sections or quotations from the Law mentioned, coupled with the definition of *Injury* taken in connection with Section 3 .(a), depriving employers of their common law defenses in actions to recover damages for a *Personal Injury Accidentally Sustained*, seems to indicate that aside from the definition of the word *Injury*, the term *Personal Injury*, as used in the sections referred to would undoubtedly be held to apply only to *Accidental Injury*. It will be noticed that the defenses mentioned in the sections quoted relate only to *Injuries* caused by *Accidents*, and the authorities set forth that occupational diseases have never, at common law, been the subject of an action for damages. If the words and terms employed by the Compensation Act are to be used in their common and ordinary sense, and meaning, then the words "*Personal Injuries Received by Accident*" would not convey to the ordinary understanding the thought that same related in any wise to the contraction of disease of any kind, whether occupational or ordinary.

In common usage the words *Personal Injury* are ordinarily used to refer to injury caused by external violence, and are not used to designate diseases. Sickness is not spoken of as an accident nor as an injury. In the ordinary acceptance of the term, the happenings of an accident is an indication that a person is suffering from some more or less violent external bodily injury. It seems clear that it is in this sense that the terms *Personal Injury* and *Injury Caused by Accident* are used in the Workmen's Compensation Act. The reverse of this is also true, for cases of lead poisoning, typhoid fever, pneumonia, arsenical poisoning or miners' consumption are not referred to as accidental or injury. This fact itself would seem to indicate that an attempt to include within the meaning and terms of the Compensation Act any diseases whatever, would be to give the Act a meaning which is not intended or included, but in reality is actually excluded.

The decisions of the Courts of nearly all of the states operating under Compensation Laws seem to be in accord with the reasoning we have endeavored to advance. The exception to this rule is found in the courts of Massachusetts and Michigan, but as the Compensation Law of those two states reads differently from the Montana Act, and permits of a different interpretation or meaning to the use of the word "Injury", there is really no conflict as far as the interpretation given to the word "Injury" in the Montana Law is concerned.

This is made very evident in the opinion of the Massachusetts Court in the case of Hurle, 104 N. E. p. 237, where it states:

"The difference between the English and Massachusetts Act in the omission of the words "By Accident" from our act, which occurs in the English Act, as characterizing personal injuries is significant that the elements of "Accident" was not intended to be imported into the Massachusetts Act."

From this it would seem clear that the Massachusetts court would have held differently had the term used in their act been the same as that used in the Montana Act.

The Bulletin of the United States Department of Labor issued in 1914, shows that of 40 foreign countries operating under Workmen's Compensation Laws, 27 of them are on their face limited to "Injuries accidentally sustained". Nine use the word "Injury", without qualification, and four expressly mention both "Injury and Disease", while four others have separate acts providing for Workmen's Sickness Insurance.

In the United States, according to the Workmen's Compensation Bureau of New York City, there are 34 states and two territories in which Compensation Acts are in force in addition to a Congressional Act covering employees of the United States government. Of these 22 are expressly limited to "*Accidental Injuries*". Fourteen use the term "*Personal Injuries*", without qualification, but of these four expressly exclude disease of any kind. None expressly include diseases.

It is evident that if the Board should attempt to construe the Montana Act as covering compensation for death or incapacity arising from occupational diseases or diseases of any kind, that it would mean an effort to do something, which, so far as can be determined from all available records, was not considered by the Legislature in connection with "Industrial Accidents", for the alleviation of which the Compensation Act was created.

The economical cost of including diseases in the Montana Act, which contains no special provision on the subject could hardly be estimated. It is authoritatively stated that upward of a thousand workmen lose their lives annually in this state from the occupational diseases of lead and arsenical poisoning and miners' consumption. In the absence of any definition as to what constitutes occupational disease, it would be necessary, from such a hypothesis, for the Act to include all diseases arising out of or in the course of employment and the word "*Injury*", if permitted to include disease, would also include the aggravation of disease. The inevitable result of such a line of construction would be to eventually reach a point where the Act would be expected to provide compensation for all those unable to work, whether on account of physical incapacity or inability to secure work, or desire to avoid it, whether through a breakdown from overwork or a general lassitude due to chronic laziness.

If the framers of the Montana Act considered the including of "*Injury from diseases*" in any way in the Law, then they permitted many defects to become a part of the Act that there is no apparent way to correct or meet. In case of death and incapacity resulting from diseases gradually acquired while working for different employers, should the last employer bear the whole burden? Suppose the employer or insurer undertakes to protect himself by having his workmen in-

spected at certain intervals, discharging those who seem likely to become incapacitated by disease, what recourse have those unfortunates who have lost their positions? As lead poisoning does not differ materially from the condition caused by the use of alcohol or other toxic poisons, it might be claimed that the workman presenting himself as a victim of chemical lead poisoning was suffering from some other cause and even physicians would be unable to determine if his hardened arteries and neuritis were due exclusively to lead poisoning, or were caused by alcohol, syphilis or kindred underlying causes. It would be impossible to determine whether the neuritis was due to arsenic or alcohol. The question of whether a consumptive was tubercular before he commenced work in the laboratory or if his work had contributed it, would remain unanswered. Would the malnutrition from which the claimant might be suffering be due to lead or gas poisoning arising out of or occasioned by his work in charging automobile batteries, or might not his ailment be possibly due to the effect of hygienic conditions at home, such as poor food, lack of exercise, or something of a kindred nature?

If these things had been contemplated by the legislature there certainly would have been some provision made to prevent the industry from escaping the burden of disease which it creates.

The proposition of holding the employer for the consequence of disease caused by the employment does not, in any possible respect, seem to have been considered by the framers of the Montana Act. Such a construction at this time would be inconsistent with the unrestricted right to terminate the obligation of the employer and employee by discharge. It would also be inconsistent with the right of the employer to cancel his acceptance of the Compensation Act at any time he sees fit, which privilege also belongs to the employee.

It may be held by the Logician that Occupational Disease is as proper a subject for compensation as are Industrial Accidents, which contention we are not disposed to question, but nevertheless, it is recognized that in the countries and states where Occupational Diseases are included that the conditions governing same have been gradually recognized as a subject presenting its own separate distinct problems.

The provisions of the Montana Act clearly show that the Injuries contemplated by the Act are those resulting from a definite occurrence and the provisions in question will not be applicable if the Injury includes disease, since it is conceded that the date of the occurrence or commencement of an occupational disease or disease of any kind cannot be definitely determined.

The Courts have not contributed anything that would justify any modification of the foregoing for it is conceded that the preponderance of opinion that has so far been expressed is against including diseases of any kind into the various Compensation Laws through the process of judicial construction, as is clearly evidenced by the many court decisions of record.

The amended English Act of 1906 expressly provides for compensation for incapacity resulting from occupational diseases, but aside from

this statutory provision, the decisions under the English Act are unanimous in excluding occupational disease.

The English courts have uniformly held that the provisions of their statute, requiring notice of the accident to be given to the employer within a specified time, clearly indicates that there must be a time and place and circumstance to which the injury can be referred or tied to, which necessarily contemplates an actual physical happening of some kind. This interpretation is clearly shown in the following English cases:

Eke v. Hart-Dyke 2 K. B. (Eng.) 677, 80 L. J. K. B. N. S. 90, 103 L. T. N. S. 174, 26 Times L. R. 613, 3 B. W. C. C. 482, 3 N. C. C. A. 230; Alloa Coal Co. v. Drylie W. C. & Ins. Rep. Eng. 213, S. C. 549, 6 B. W. C. C. 398, 50 Scot. L. R. 350, 4 N. C. C. A. 899; Petschett v. Preis-31 Times L. R. (Eng.) 156, W. C. & Ins. Rep. 11, 8 B. W. C. C. 44; Martin v. Manchester Corp. W. C. Rep. (Eng.) 289, 106 L. T. N. S. 741, 76 J. P. 251, 28 Times L. R. 344, W. N. 105, 5 B. W. C. C. 259.

The courts are equally clear in the matter of what constitutes diseases, as is shown in the case of Evans v. Dodd, (Eng.) 149, where it was held that:

"A skin disease caused by the workman's hand coming in direct contact with poisonous substances, in the course of the employment is not an accident."

In the case of Cheek v. Harmsworth Bros., 4 W. C. C. (Eng.)—the Court held, that—"Sores caused by working over carbon bisulphide, was not an accident.

In the case of Pretschett v. Pries, (Eng.) 156, the Court held that—"Dermatitis caused by working with a strong solution of caustic soda was not an accident."

In the case of Liendale Bleach, Dye & Paint Works v. Riker, 85 N. J. L. 246, 89 Atl. 929, 4 N. C. C. A. 713, the Court held that a—"Rash or condition of eczema caused by acid used in the employer's bleacher, was not an accident".

Ptomaine poisoning caused by inhaling sewer gas while working around cesspools, was held not to be an accident in the following cases:

Eke v. Hart-Dyke 2 K. B. (Eng.) 577, 80 L. J. K. B. N. S. 90, - 103 L. T. N. S. 174, 26 Times L. R. 613, 3 B. W. C. C. 482, 3 N. C. A. 230.

Likewise Enteritis, caused by inhaling sewer gas while working in a sewer, was held not to be an accident in the following cases:

Broderick v. Condon County Council 2 K. B. (Eng.) 807, 77 L. J. K. B. N. S. 1127, 99 L. T. N. S. 569, 24 Times L. R. 822, 15 Ann. Cas. 885.

Lead poisoning and arsenical poisoning, caused generally by smelter fumes, has been held not to be an accident in the following cases:

Steel v. Cammell, L. & Co. 2 K. B. (Eng.) 232, 74 L. J. K. B. N. S. 610, 53 Week Rep. 612, 93 L. T. N. S. 357, 21 Times L. R. 490, 2 Ann. Cas. 142; Williams v. Acme White Lead & Water Color Works, 182 Mich. 157.

In the case of Marshall v. East Holywell Coal Co., 360, 21 Times L. R. 494, the Court held, that:

"The formation of absesses, caused by the nature of the employment and the position which the workman was obliged to take to perform the work, was not an accident—."

It has also been held by the Courts in several decisions that "Incapacity due to continual strain", "cardiac breakdown", "heart failure following a strain of overwork", "paralysis caused by continual use of tricycle", "loss of eye sight through optic neuritis caused by poisonous gases from furnace", "waste overrunning repair", or a "general breakdown from continual overwork" are not accidents.

It is evident from the authorities that in the absence of any peculiar or special circumstances, as in the case at hand, that the Board is justified in holding that the Act does not apply to workmen suffering from occupational disease, or disease of any kind, even though contracted while in the ordinary course of the workmen's usual employment, although in reaching such a conclusion the Board is fully aware of the possibility that by some peculiar or special circumstance an injury from disease may be brought within the scope of the Act, but not under such conditions as govern the case of the claimant, A. E. Lawrence, where the trouble from which he is suffering is undoubtedly a disease for which the employer is in no wise responsible under the Workmen's Compensation Act.

Under the undisputed testimony in the case, the Board holds as conclusive that the claimant has failed to show that he is entitled to compensation, and has also failed to show that the ailment from which he is suffering is an injury or accidental injury within the meaning of the Workmen's Compensation Act.

THEREFORE, the application of the claimant A. E. Lawrence for compensation is denied.

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### Is Frost Bite an Accident?

Arthur Moore, an employe of Eureka Lumber Company, Eureka, filed claim for compensation on account of an alleged accident consisting of freezing of first and second toes of left foot, while engaged in the work of "swamping" for the employer. The representatives of the insurance carrier, The U. S. Fidelity & Guaranty Company, submitted an opinion to the Board, to the effect that disability occasioned by frost bite is not covered by the Montana Compensation Act.

The facts covering the case were plain and undisputed. The employe, Arthur Moore, was engaged in his regular occupation at the time of the injury. It was under the direction of his employer that he was engaged in the work of "swamping" on the day when the rapid fall of the temperature resulted in the freezing of his feet. The statement of the injured employe was that he was unable to find shelter near his place of work, also that the temperature fell rapidly after he left the boarding house for his place of employment, which fact prevented him from taking extra precaution to guard against the cold before leaving for work; that there was no indication that the day was going to turn out to be exceptionally cold; that when he found that his feet were freezing he made all possible haste to alleviate the condition by seeking shelter. The undisputed facts show that Moore, on the day of the accident was engaged in the work of "swamping", which work while more or less in line with his ordinary occupation, was of such a nature that it was very difficult to guard or protect against the exposure occasioned by a low temperature such as existed on the day that he was frost

bitten. While the work of swamping, as stated, was not the usual work of Moore, it was, nevertheless, not of a nature to be termed "especially unusual" as many employees in a logging camp are, at different times, assigned to this necessary work.

From the investigation made by the Board, it is evident that in the case of Moore the occupation of "swamping" on the day in question was not surrounded by the usual ordinary conditions governing labor in a logging camp. The temperature had rapidly fallen, after Moore had gone to his work, and it was almost impossible for him to protect himself against the danger of injury occasioned by same. As stated, he was unable to leave the work, and unable to find shelter. As a consequence it seems clear that Moore's injury was the result of an accident, unforeseen and unexpected, which resulted in loss of earning power that brings him within the purview of the Workmen's Compensation Act. There is no dispute regarding the facts. The claimant froze his feet while in the course of his employment, which by its nature exposed him to the elements on a cold day, which grew rapidly colder after he had started work.

The authorities are not very clear on the matter of whether or not frost bite is an accident within the scope of Workmen's Compensation Legislation. The question of whether injury caused by weather or climatic conditions arises out of the employment has frequently been before the courts, and the decisions are far from being harmonious. It has generally been held that where the character of the work renders the workman peculiarly subject to the injury in question, it then arises out of the employment; but where the injury is due to a condition, or state of circumstances, to which all persons are more or less equally exposed, it has been held that the injury is not an accident within the scope of the Compensation Law. It has also been held that where the employment of injured workmen resulted in what is termed "an excessive exposure to a common risk", the accident did not arise out of the common risk, but out of the employment. As a general rule, it has been held that where an injured employee is only exposed to an ordinary risk, such as the general public is exposed to, and the nature of his employment is not such as to render him more liable to the injury than any person in the same immediate vicinity not engaged in the employment in question, then the injury suffered is not an accident within the scope of the Compensation Law.

The authorities define an accident as "an unlooked for or untoward event which was not expected or designed"; also as "an unintended and unexpected occurrence which produces hurt or loss." It is doubtful if under ordinary conditions frost bite would fall within the lines of the above definition, for it is held by the same authorities that the risk which is the direct cause of accidental injury must be a risk that is peculiarly incident to the employment, and not one that is incurred by everyone, whether in the employment or not; that where an injury occurs upon a street, road or thoroughfare, from causes to which all persons upon the street, road or thoroughfare, at the same time as the party receiving the injury, are exposed, it cannot be said to arise out of any employment that the injured workman may be engaged in.

In the case of Rogers vs. Paisley School Board, S. C. 584, L. R. 413, the court held that a janitor, who in the course of his employment took a message from one teacher to another and while on the street was overcome with heat, does not suffer an accident as defined by the Compensation Act. The governing feature is not, that other persons are exposed to the same danger, but rather that the employment renders the workman peculiarly subject to the danger. It is possible that where a workman is compelled, in connection with the work he is doing, to expose himself to a common risk, beyond the degree to which those about him are exposed, then there would be a particular hazard connected with the employment that would bring an accidental injury so sustained within the purview of the Compensation Act. But if there is nothing peculiar to the employment, or to the position which the employe is compelled to take, which renders the risk greater in his case, than that to which other persons are subjected in the same locality, then an injury so sustained is without the scope of the law. The question to be determined is whether the workman's position or labor exposed him to more than a normal risk.

It is evident from a thorough search of the authorities that the prevailing opinion is that wherever there is what might be termed "an outside factor" participating or entering into the question of the injury, something not usually expected or foreseeable with regard to the occupation of the employe, especially in the matter of the temperature resulting in freezing, then the injury would come within the meaning of a "fortuitous event" as defined in the Act.

The investigation conducted by the Board disclosed the fact that in every state having a Compensation Law, where the question of compensation for freezing has arisen, with the single exception of Minnesota, frost bite has been recognized as an injury resulting from an accident that comes within the purview of the Compensation Law of the respective states. In connection therewith it has been generally held, by the Boards and Commissions in charge of the administration of the law, that there must be something more than mere "freezing" while engaged in the usual occupation to entitle the claimant to compensation, and in many cases compensation has been denied when there was no contributory factor beyond the mere fact of cold weather. However, in the majority of the states, "frost bite" is recognized as an accident "arising out of and in the course of the employment" and as such the claimant has been generally awarded compensation.

The Board has at all times held that the term "accident" should be given its popular and ordinary meaning to carry out the legislative intent, which undoubtedly was that disability or incapacity resulting from accidents caused by the hazard of industrial enterprises should be compensated. In reaching that conclusion the Board was guided by decisions made by various boards and commissions administering Compensation Laws in different states, similar to the Montana Act, and by the decisions of the courts in construing language similar to that used in the Montana Act. The general rule to be deduced from the many decisions is, that where the accident is due to the forces of nature which might be anticipated or foreseen, there must be an aggravation

of the hazard whereby the workman is more exposed to the danger as a result of his employment, than the ordinary individual before same falls within the scope of Compensation Laws. If the hazard or danger is increased by reason of the employment, beyond that which the public is exposed to, then the employer is liable.

The Board is disposed to hold that as a general principal, the employer cannot be held liable for the payment of compensation on account of disability from freezing, any more than disability on account of sunstroke, lightning, earthquake, or any other of the forces of nature, over which he has no control. Such happenings are generally termed "acts of God", against which the employer cannot guard, foresee, prevent or protect. The employe is ordinarily no more subject to injury from such causes than other individuals, except where the work and the method of doing it expose him to the forces of nature to a greater extent than he would be exposed if not so engaged, in which eventuality the industry increases the danger from such forces, and the employer is liable.

In the case in hand, as well as in all cases of disability resulting from the forces of nature, it is a question of fact for determination, whether the work in which the claimant is engaged exposes him to those forces of nature for a longer period or to a greater extent, than if he had not been so employed, and under special conditions, whether the hazard or danger is intensified in his case beyond that to which the ordinary person is exposed.

As has been heretofore stated, the Board reached the conclusion that in the Moore case the claimant was subjected to extra hazard on account of his employment, exposed as he was to the intense cold without an opportunity to guard against same or keep warm. The work subjected him to the inclement weather against his will or ability to prevent, for a sufficient length of time to freeze his foot. The conclusion is that the injury was a hazard of the industry and the industry should be held for compensation. This conclusion should not be confounded with a supposition that a "physical ill caused by the labor the workman is engaged in is sufficient to constitute an accidental injury" for such is not the case.

The Board denied the claim for compensation, on account of frost bite, made by D. A. Williams of Butte, because his foot was frozen while he was working as "top man", when at all times he was within a few feet of a comfortable room and fire, and also had excess to the engine room, where, on his own statement, he could have found protection and relief, as he had ample time and opportunity to visit either as often as necessary while doing the intermittent work of "top man". He was not exposed to the cold weather any more than all other men working on the outside, or in the open, and should have protected himself as others did because he could, and as undoubtedly Moore would have done had it been possible.

The question that the Board is deciding in the Moore case is that the freezing of the claimant's foot occurring in the course of his employment, under the circumstances governing same, constitutes an accident that entitles the claimant to compensation under the provisions

of the Montana Workmen's Compensation Act, and that the injury is an accident "arising out of and in the course of" the employment, and therefore the disability accruing from same should be compensated as in any other industrial accident. In this connection, it must be borne in mind that it is imperative and necessary that each individual case of frost bite must be decided on its own facts and the individual circumstances surrounding and governing same, because in the majority of cases it is more than probable that same are outside the scope of the Law.

The payment of compensation to Arthur Moore, on account of incapacity, was ordered.

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### Residence.

Edward McMillan, employee of Montana Coal and Iron Company of Washoe, was accidentally killed while in the course of his employment. Decedent was unmarried, leaving no beneficiary nor dependant other than his mother, Mrs. Mary Ann McMillan, a resident of Cumberland, British Columbia, Dominion of Canada. Claim for compensation was filed by the mother, as a major dependent. Protest against the favorable consideration of claim for compensation was filed by the employer on the ground that the dependent was a resident of a foreign country, and as such, not entitled to compensation, under the provisions of the Montana Act.

Investigation conducted by the Board disclosed the fact that Edward McMillan was accidentally killed while in the employ of the Montana Coal & Iron Company, who, at the time of the accident, were operating under Plan One of the Compensation Act. There was no dispute as to the facts in the case, and it was conceded that the accident causing the death of Edward McMillan arose out of and in the course of his employment. The question for determination submitted to the Board was whether, under the provisions of the Montana Act, the payment of compensation could be ordered for a major dependent residing outside of the United States.

Section 8 (a) of the Montana Act reads as follows:

"No compensation under this Act, except as otherwise provided by treaty, shall be paid to any major or minor dependents not residing within the United States at the time of the injury to the decedent."

In Section 16 (d), covering the direction of the payment of compensation, we find the following:

"Forty percentum of the wages received at the time of the injury to his major dependents, if any, if residing in the United States at the date of the happening of the injury, or, if none, then thirty percentum of the wages received at the time of the injury, to his minor dependents, if any, residing within the United States at the date of the happening of the injury."

It would seem evident, from the provisions of the Law quoted, that the matter at issue rests entirely on the question of residence. It is conceded that the claimant for compensation, Mrs. McMillan, mother of the decedent, was at the time of the accident a resident of Cumberland, B. C. and had been for a long time previous to the accident, and still is a resident of that place:

While the mandate contained in the law that the provisions of same should be construed liberally is accepted by the Board to mean that upon the question of residence every presumption favorable to the claimant should be granted, even to the evident intentions of the claimant in the matter of residence, it is, nevertheless, evident that the claimant was at the time of the accident an actual *bona fide* permanent resident of Cumberland, British Columbia, and had not entertained any thought or intention of changing said residence by moving to the United States.

The Board feels free to state that in the case at issue it has been disposed to give the law the greatest possible latitude in the interpretation of the provisions governing residence, for the purpose, if possible, of bringing claimant within the provisions of the Act, believing that under the circumstances it would be better to charge against industry the cost of even an unusual case rather than to place the burden of future support upon this mother, who depended almost entirely upon the efforts of her son for her maintenance. The evidence shows conclusively that the decedent contributed on an average about thirty dollars a month to his mother's actual living expenses.

Despite the desire of the members of the Board to favor the claimant in every possible way within the limits of the Law's provisions, they found that the undisputed evidence proved that the claimant was not a resident of the United States at the time of the accident, as required by the Montana Workmen's Compensation Act, to come within the compensation benefits of same. The Board also found, from consultation with the foremost legal authorities in the state, that the interpretation of the provisions of the Montana Act, as expressed in Section 8 (a), is that a major or minor dependent, who is not a resident of the United States at the time of the accident, is not within the scope of the compensation provisions of the Act. This opinion is also concurred in by the Attorney General.

The only exception to the foregoing would be caused by the existence of a treaty between the United States and the Province of British Columbia, as a dependency of Great Britain, which would provide that a mother, dependent upon a son who met accidental death in the course of his occupation in either country, would fall within the scope of the Compensation Law, regardless of residence. The matter of such a treaty was taken up with the State Department at Washington, and advices were received that no treaty was in existence bearing upon the question at issue in any manner that could affect the case in hand.

The British Columbia Workmen's Compensation Act provides, as interpreted by the Privy Council in London, that the widow of an alien workman who loses his life by accident, in the course of his employment, is entitled to compensation as a dependent of the deceased, notwithstanding the fact that she may be a resident of a foreign country at the time of the accident and death. Our Act is the same in case of widows who are classed as "beneficiaries". Under the British Columbia Compensation Act "dependents" mean wife, father, mother, husband, sister, child or grandchild, providing that they are wholly or partially dependent upon the earnings of the workman at the time of his death,

while the Montana Act provides that "Beneficiaries" shall consist of wife, husband and children under the age of sixteen, including children who are incompetent over that age, and that "major dependents" mean (if there be no beneficiaries) the father and mother, if actually dependent to any extent upon the decedent at the time of his injury, and "minor dependents" (if there be no beneficiaries nor major dependents) the brothers and sisters, if actually dependent upon the decedent at the time of the injury.

It is evident that the provisions of the Montana Act contemplate that non-resident alien beneficiaries of an employe meeting accidental death in the State of Montana shall receive only one-half of the amount that resident beneficiaries receive and that non-resident alien major and minor dependents are entirely excluded from the Act, unless otherwise provided by treaty, regardless of whether or not the decedent is a citizen of the United States.

From the authorities consulted, considered in connection with the results of the investigation made, the Board, much against its wishes, was compelled to deny the claim of the major dependent, Mrs. Mary Ann McMillan, for compensation on account of the accidental death of her son, Edward McMillan, due to the fact that at the time of the accident and death she was not a resident of the United States, but on the contrary was a resident of the Dominion of Canada, which place has always been her residence, and that she had never even considered or expressed an intention of changing or moving her residence to the United States.

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### **Employes of Public Corporation Defined.**

Question asked by cities of Butte, Bozeman, Kalispell, Great Falls, Glendive, Roundup, Fort Benton, Missoula, Livingston, Dillon and twenty-two other cities, as to who should be included in their payroll reports to the Board, under Plan No. Three, for the purpose of fixing the amount of premium assessment due the Industrial Accident Fund, as provided in the Workmen's Compensation Act.

The Board advised the cities in question that all employes of the city engaged in hazardous occupations should be included in the payroll report, and the officials omitted; that in determining who are employes and who are officials the character of the city and the ordinances adopted by the governing body of the city would of necessity have considerable influence in determining same. The Board advised the interested parties that in the absence of a law, or judicial opinion, on the subject, it had tentatively decided that cities, villages, municipalities and incorporated towns should report all employes engaged in a hazardous occupation, no matter in what department they were working, or under what title or designation. The class of work that the employes are engaged in, and the wages or salaries they are receiving should be stated in the report.

On advice of the Attorney General, the Board is of the opinion that the list of employes should include those in the water, parking, sewer, improvement district, boulevard, springling, sidewalk, garbage, teaming, paving, plumbing, building, engineering, blacksmith, repairing, pound,

pest house, hospital, automobile, public market, scales, heating, lighting, stable, painting and janitor departments of the city work; also all members of the fire department who are paid full wages or salary for their work, and all employes holding positions by appointment, whose work is recognized as hazardous.

The Board is of the opinion that all officials should be excluded from the payroll report submitted and that "officials" including the mayor, aldermen, city clerk, city treasurer, police magistrate, and all officers elected by vote at regular election, including all their deputies and assistants whose occupations are not recognized as hazardous. This also includes policemen, who have been declared by the courts to be public officers.

In the decision of the Supreme Court of the state, which decreed that counties, cities, incorporated towns, villages and school districts were automatically under Plan Three of the Act by force of the statute itself since the Law went into effect on July 1, 1915, there was, unfortunately, no mention made as to what employes the public corporations in question should report. The court did not, in either the City of Butte case, or the Lewis and Clark County case, go beyond the point of deciding that cities and counties are subject to the provisions of the Act; nor was there any intimation in the discussion, as to who should constitute employes of either cities or counties within the meaning of the Law. Under date of April 1, 1916, Attorney General Poindexter favored the Board with an exhaustive opinion as to who should be included in the payroll reports from public corporations, for the purpose of fixing the amount of assessment they should pay. This opinion will be found in the back of this report, and attention is respectfully directed to same, as covering the ruling laid down in the matter under consideration.

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### Dependency Defined.

### Statement of Case Re:—Undisputed Facts.

The undisputed testimony, affidavits and reports submitted in the case disclosed that the decedent, Patrick Flynn, son of the claimant, was accidentally killed in the Badger State Mine, on January 16th, 1916, while in the employ of the Anaconda Copper Mining Company; that the accident arose out of and in the course of the occupation; that the decedent and the employing company, at the time of the accident, were under the provisions of Plan One of the Workmen's Compensation Act; that the decedent was twenty-five years of age and unmarried; that there are no beneficiaries in the case; that the father of decedent, Andrew Flynn, has complied with the provisions of the Workmen's Compensation Law as to time of filing claim for compensation as a major dependent; that the proceedings in the case have been in accordance with the provisions of the Law and rules of the Board; that the claimant, Andrew Flynn, is the father of the decedent, Patrick Flynn; that the claimant, Andrew Flynn, is fifty-two years of age; that the mother of decedent had been dead about three weeks before the time of the accident; that claimant is an experienced miner, earning full wages, when working at his calling; that Mary Flynn, seventeen years of age, is a daughter of the claimant, Andrew Flynn, and a sister of the decedent, Patrick Flynn; that the decedent contributed to the support of his mother for several years prior and up to the time of her death; that the decedent contributed to the support of his sisters, and especially to the support of his sister, Margaret Flynn, who is an invalid; that the holding of hearing in the case, in the City of Butte, was acceptable and agreeable to all parties interested and was governed by agreement, in the form of stipulation, reading as follows:

### **Stipulations.**

It is hereby stipulated and agreed by and between Andrew Flynn, Mary Flynn and Margaret Flynn, through their respective attorneys, Messrs. Binnard & Rodgers and the Anaconda Copper Mining Company, through its attorneys, L. O. Evans, D. Gay Stivers, W. B. Rogers and D. M. Kelly that the deposition of such witnesses as may be presented on behalf of both parties to the above entitled proceedings may be taken before W. T. Bleick a Notary Public, in and for the County of Silver Bow, State of Montana, in this state, at his office in the City of Butte, on the 23rd day of January, 1917, between the hours of ten o'clock A. M. and six o'clock P. M. of that day, and if not completed on that day may be continued from day to day successively thereafter, and over Sundays, at the same place until completed. And when so taken said depositions may be used on the hearing before the State Industrial Accident Board, and considered as evidence in the case in the same manner and to the same extent as if said witnesses were personally present and testifying before the Board.

It is stipulated and agreed that after the testimony is transcribed by the stenographer it may be used to the same effect as if the testimony of each witness had been signed by him or her and the certificate of the stenographer transcribing the testimony shall be considered sufficient without further signature.

All formality as to the issuance of a commission or other authority to take said depositions are expressly waived by the request of the parties."

### **Contention of Claimant.**

That he is a major dependent of his deceased son, Patrick Flynn; that the said deceased, prior to the date of the accident, January 12th, 1916, contributed to the support of claimant about \$7.50 per week; that at the time of the death of the son, he was receiving support from no one; that he was not possessed of any other income, or means of support; that he had no money deposited in any bank, or trust company, nor owned any property; that the deceased contributed to the maintenance of claimant's two daughters, Mary Flynn and Margaret Flynn who are dependents upon claimant for their support; that Margaret Flynn, now aged twenty-one years, has been an invalid for the past five years and supported by the claimant, with the assistance of the deceased; that the decedent, for a long time prior to his death, had contributed to the support and maintenance of the said Margaret Flynn, by giving to the claimant from his monthly earnings, various sums of money, with the expressed agreement that such contributions were to be used for the support of the said Margaret Flynn. That claimant's health is not such as to permit him to perform any heavy manual labor, continuously, but on the contrary, his condition is such as to only permit him to work intermittently; that he has been advised by his physician to refrain from over-working; that by reason of his condition, he is unable to work except at occasional periods; that claimant is incapacitated by reason of his poor health, from earning sufficient money to provide for the ordinary necessities of life and the maintenance of his two daughters, Mary and Margaret.

### **Contention of Employer.**

That the employing company, the Anaconda Copper Mining Company, denies any liability for or on account of the death of the said Patrick Flynn; that it denies that it is under any obligation to pay therefor to the said Andrew Flynn; that it denies the said Andrew Flynn was at the time of the accident to the said Patrick Flynn, dependent upon the said Patrick Flynn, either in whole or in part, either at the time of the accident to the decedent, or at the time of his death;

that it denies that the claimant was at said time a dependent of the deceased; that it denies that the said deceased contributed about \$7.50 weekly, to the support of the said claimant, or any amount whatsoever, to his support, at the time of the accident or injury to the said decedent, or at any other time; that it denies every allegation set up in the claim of the said Andrew Flynn; that it objects to the consideration of any affidavits on file in the case, as being considered as evidence; that it asks that the case proceed to a hearing by the taking of evidence, either oral, before the Board, or by depositions, as provided by the rules of said Board; that it also denies that the said Margaret Flynn, or Mary Flynn were, at the time of the accident to the said Patrick Flynn, dependent upon the said decedent, either in whole or in part, for support, either at the time of the accident to the decedent, or at the time of his death; that it denies that the said Margaret Flynn, or Mary Flynn, were at said time, or that either of them, were dependents of the said Patrick Flynn, deceased.

### Question Involved.

Major dependent, which is the claim alleged by Andrew Flynn, is defined in Section 6 (m) of the Workmen's Compensation Act, as follows:

"'Major dependents' means if there be no beneficiaries as defined in Section 6 (1), the father and mother or the survivor of them, is actually dependent to any extent upon the decedent at the time of his injury."

It is clearly evident that Section 6 (m) of the Law requires that before Andrew Flynn can qualify as a major dependent of his son, the deceased Patrick Flynn, three things must concur:

First: There must be no beneficiaries. (See Section 6 (1).)

Second: He must have been actually dependent upon the son. (See Section 6 (m).)

Third: This dependency must have existed at the time of the injury. (See Section 12 (c).)

The provisions of the Montana Workmen's Compensation Act, reading—"if actually dependent to any extent upon the decedent"—and also the provisions of Section 12 (c), reading—"the question as to who constitutes a beneficiary, or a major or minor dependent, shall be determined as of the date of the happening of the accident"—is substantially the language used in the majority of the states operating under a Workman's Compensation Law and it is almost the identical wording of the Workmen's Compensation statutes of Iowa, Massachusetts, Connecticut, Michigan, Nebraska, Nevada, New Jersey, New York, Ohio, Oregon, Rhode Island, Washington and Wisconsin.

The provisions of Section 6 (m) reading—"if actually dependent to any extent"—means something more than that the father may have believed he needed support in some particular, or that he enjoyed assistance in some material form, from his son. To our mind, it means that at the time of the injury, the father must not only have been in need of support from the son, but must have been actually receiving some measure of support from him. The question of dependency, under

statutes of the character of the Montana Workmen's Compensation Act, is not a question of the legal liability of the son to support the father, but the question of fact, as to whether the son, at the time of his injury, was actually engaged in supporting, to a greater or lesser extent, the father, whose claim is that he was a dependent upon him.

Under the English law, before even the wife of the decedent is entitled to compensation, she must prove that she was dependent upon the husband. Of course, it is generally recognized that ordinarily it is the duty of the husband to support the wife, yet even in that connection it has been repeatedly held that dependency is a question of fact and that there is no presumption of law that the widow is dependent upon the earnings of the husband, at the time of his death. The above contention was clearly set forth in the case of *Polled v. Great Northern R. Co.*, 5 BWCC, 620. In the case of *Dobbies v. Egypt & L. S. S. Co.*, 6 BWCC, 348, it was held that:

"Dependency is a question of actual fact, and that actual fact is not settled by a consideration of the legal proposition of obligation, of either the husband to the wife, or the parent to the child."

It seems consistent to take the position that the determination of who is a dependent, is entirely a question of fact, governed solely by the actual conditions existing in each individual case.

To determine the question of dependency, no hard and fast rule as to what constitutes support, has been adopted by the members of the Board. They have at all times endeavored to interpret the Law broadly and humanely. In the case in hand, Andrew Flynn comes within the definition of major dependent, if he proves actual dependency to any extent. The burden of proving dependency is upon the claimant for compensation and he must prove the necessary facts, by a preponderance of evidence. Actual dependency to any extent is a question of fact, and not a question of law, and is to be determined from the facts existing in each particular case, as it is submitted to the Board. The courts have held, practically without exception, that dependency is not a question of law, but is purely a question of fact, as is evidenced in the decisions rendered in the cases of:

*Main Colliery Co. v. Davies*, 1 W C C, 92;  
*Hodgson v. West Hanley Collieries*, 102 L T, 194;  
*Keeling v. New Monckton Collieries Co., Ltd.* 3 B W C C, 260;  
*Appeal of Hotel Bond Co.*, 93 Atl. 245;  
*Littleford v. Connell*, 3 B W C C 1.

Upward of eighty different cases can be cited, covering this question.

Bradbury's Workmen's Compensation, on page 568, says:

"The person who may claim compensation on the death of a workman as a dependent must, in the first place, be actually dependent in fact, wholly or in part, upon the earnings of the workman at the time of his death. But besides being so dependent in fact, the claimant must also bear one of several specified relationships to the deceased workman; consisting of wife, husband, parent, grand-parent, child, grand-child, step-parent, step-child, brother, sister, half-brother and half-sister. If the claimant is actually dependent on the deceased workman, but does not bear one of these relationships to him, he cannot

recover; nor on the other hand can he recover if he does bear one of the relationships, unless he is also dependent in fact". On page 569, Bradbury further says:

"the principal that dependence is a question of fact finds no opposition—the general rule is that Dependency is to be decided on the facts of each particular case—the real practical matter is whether assistance has been given or could reasonably have been expected from the victim of the accident."

On page 571 of Bradbury's Workmen's Compensation Law, in defining the word "dependent", we find the following:

"The expression 'dependent' means dependent for the ordinary necessities of life for a person of that class and position in life, taking into account the financial and social position of the recipient. Whether a person is or is not dependent on a workman's earnings is a question of fact. Simmons v. White Bros. (1899), 80 L. T. 344; 1 W. C. C. 89. The test of dependency is not whether the family could support life without the contributions of the deceased, but whether they depend upon them as part of their income or means of living. Howells v. Vivian and Sons (1901) 85 L. T. 529; 4 W. C. C. 106. A person may be a dependent of a deceased workman, even though such workman has only sent money at irregular intervals and in irregular amounts. Follis v. Schaake Machine Works (1908), 13 B. C. 471; 1 B. W. C. C. 442.

The term "dependent" is defined in Black's Law Dictionary, on page 355, as follows:

"Deriving existence, support, or direction from another; conditioned in respect to force of obligation upon an extraneous act, or fact."

In Webster's Dictionary the definition of "dependent" is as follows:

"Relying on, or subject to, something else for support; not able to exist, or sustain itself, or to perform anything, without the will, power, or aid of something else; not self-sustaining; contingent or conditioned; subordinate;"

In 13 CYC, 788, we find that "dependence" is:

"The state of deriving existence, support or direction from another; the state of being subject to the power and operation of extraneous force."

On page 573 of the "Opinions of Solicitor, Department of Labor", we find the following:

"The question of dependence is one of fact, and the fact of dependence sufficiently appears if a condition of partial dependence is shown. Contributions by the deceased tend to establish a condition of dependence, but is not the only criterion. The natural and equitable claim for support which the parents have upon their children makes it proper to consider the actual needs of parents; and in ascertaining such needs, it is necessary to look to their age, circumstances, position in life, and earning capacity."

Further in the same work on page 574, we find the following:

"Under what circumstances, then, are parents to be regarded as 'dependent' upon their children?

A person is dependent, according to the Standard Dictionary, when 'needing support or aid from outside sources; poor; weak; as, children and invalids are dependent;' and a dependent is defined as 'one who looks to another for support, help, or favor'. Speaking of the British Workmen's compensation act, it has been said:

'It would be hopeless to attempt to lay down any rule of guidance, because every case would probably differ in some material circumstance from almost any other. Dependent probably means dependent for the ordinary necessities of life for a person of that class or position in life. Thus the financial or social position of the recipient for compensation would have to be taken into account. That which would make one person dependent upon another would in another case merely cause one to receive benefit from the other. Each case must stand on its own merits and be decided as a question of fact. (Minton-Senhouse Accidents to Workmen, 197; Simmons v. White 1 Q. B. 1899, 1007.)'

Further on the same page, the Solicitor for the Department of Labor quotes as follows:

"Trivial or casual, or perhaps wholly charitable assistance, would not create a relation of dependency within the meaning of the statute\*. Something more is undoubtedly required. The beneficiaries must be dependent upon the member in a material degree for support or maintenance or assistance, and the obligation on the part of the member to furnish it must, it would seem, rest upon some moral or legal or equitable ground, and not upon the purely voluntary or charitable impulses or disposition of the member. (McCarthy v. Order of Protection, 153 Mass. 318).

On page 576 of the Opinions of the Solicitor, we find the following:

"A parent is not dependent who did not in fact depend in some measure for the means of living upon the deceased; but if the parent is in actual need, the fact of dependence is sufficiently shown if it further appears that the deceased attempted to supply such need even to a slight extent, or that but for the death, the parent was reasonably assured that such need would be supplied in some substantial measure."

Again, on page 577, the Solicitor of the Department of Labor states:

"The question of dependence is one of fact (Daly v. Steel & Iron Co., 155 Mass., 5); and the fact of dependence is sufficiently established if a condition of partial dependence is shown (Mulhall v. Fallon, 176 Mass., 267; Martin v. Woodmen, 11 Ill. Ap., 99; Grand Lodge v. Elsner 26 Mo. Ap., 108). A person may have been no less dependent upon the deceased because also dependent in part upon others (Atlanta, etc., Ry. Co. v. Gravitt, 26 L. R. A. 555; Cunningham v. McGregor, 38 S. L. R., 547). But actual dependence in some degree must appear, since the fact of dependence is not established by a mere showing that the claimant derived a benefit from the contributions of the deceased (Simmons v. White, 1 Q. B., 1005).

Actual dependence refers to a reliance upon others 'for the ordinary necessities of life for a person of that class or position in life' (Simmons v. White, supra). \* \* \* \* The principals thus established are valuable as far as they go and clearly indicate that the word 'dependent' should be interpreted broadly and not in a narrow or restricted sense. But with whatever liberality the term may be applied, no person can be deemed a 'dependent' within the meaning of the compensation act, who did not in fact depend in some measure for the means of living upon the deceased. The deceased may have contributed very little to the support of the claimant; he may have been unable, through the forces of circumstances, to contribute anything at all for long periods; and yet the claimant may have been in a true sense almost wholly dependent upon the deceased. While the condition of dependence implies a person aiding as well as a person aided \* \* \* \* Dependent, as

an adjective, is defined by the Standard Dictionary as 'needing support or aid from outside sources; poor, weak; as children and invalids are dependent'; as a noun, the word is defined, 'one who looks to another for support, help, or favor'."

Further on in the same work, on page 578, this author says:

"Before it can be held that a claimant is a 'dependent parent' within the meaning of the act, it must appear that the parent did in fact depend upon the deceased, in whole or in part, for a means of living, in so far, at least, that by reason of the death of the deceased, the parent was deprived of a means of support on which he relied. If it is shown that the parent is in actual need of assistance, the fact of dependency would sufficiently appear, doubtless, if it further appeared that the deceased had attempted to supply that need. \* \* \*

\* One of the primary conditions of dependence is the actual need of assistance required by the claimant. \* \* \* Parents are entitled to compensation under the act only if they are dependent. The fact of dependence, therefore, must affirmatively appear on the record."

The general similarity of the definitions or meaning of the word or term "dependent" and "dependency" is so pronounced that it is unnecessary to quote other authorities, of which there are a great many, likewise many decisions, which hold substantially as above quoted, relative to the meaning of "dependency."

The term "actual" is defined by the courts as follows:

"Real; substantial; existing presently in act; having a valid objective existence, as opposed to that which is merely theoretical or possible; something real, in opposition to constructive or speculative; something existing in act." Astor v. Merritt, Ill. N. S. 202; 4 Sup. Ct., 413; 28 L. Ed., 401; Kelly v. Ben. Ass'n, 46 App. Div. 79; 61 N. & Supp. 394; State v. Wells 31 Conn. 213.

In determining this question of actual dependency, the members of the Board have searched authorities for broad and liberal precedents. The existence or determination of dependency being a question of fact, the Board has not felt justified in laying down any hard and fast rule with respect thereto, for by so doing, the Board would limit itself to cases which fell within the limits of the rule and could no longer exercise the discretion with which it believes it is vested, in deciding the question of actual dependency. Therefore, the Board has not felt justified in adopting as a governing factor, the test laid down in a number of cases, wherein the courts have held that:

"The term dependent has been defined as meaning dependent for the ordinary necessities of life, suitable for a person of the same class and position."

Dazy v. Apponaug Co.  
Rhode Island 4 N. C. C. A. 594  
Simmons v. White Bros.  
Eng. 1 Q. B. 1005  
80 L. T. 344  
6 N. C. C. A. 241  
Hora v. Ohio Industrial Commission  
C. N. C. C. A. 242.

In many other court decisions, the term "dependent" has been defined as "one to whom the contributions of the injured or deceased workman are necessary to his or her support in life."

While this test is somewhat narrower than the one first quoted, in that it does not take into consideration the class and position in life of the dependent, yet in real substance the tests are near enough alike to be applied in nearly all cases where the question of dependency exists for determination.

As has been heretofore stated, it is conceded that this question, as it occurs in each individual case, must be decided on its own particular set of facts. The test of dependency is very elastic and numerous facts may exist to show dependency, which would not bring the case within either of the tests above quoted. Consequently, by adopting the theory that there is no hard and fast test as to dependency and that each case must be determined on its own facts, requires that the facts governing each case must be analyzed as they existed at the time of the injury to the decedent and from which must be determined whether or not actual dependency did exist at that time.

We find in the Corpus Juris Treatise on Workmen's Compensation Acts, by Donald J. Kiser, Section 49, under the caption "Dependents Entitled to Compensation", a very exhaustive résumé of court decisions bearing upon the question of "Dependency", "Actual Dependency", "Support" and "Partial Dependency" that so thoroughly cover the case of Andrew Flynn, from every possible angle, that we take the liberty of quoting from the Cyc Article at considerable length, as follows:

"The compensation acts provides that, in case of a fatal injury to an employee, compensation shall be made to his dependents.

Levis Ferry Co., 47 Que. 291

Jette v. La Compagnie, etc. Co. 40 Que 204

Except in so far as expressly defined by the statutes themselves, the cases are not yet sufficiently numerous to permit a fixed definition of what constitutes dependency as a matter of fact.

Miller v. Riverside Storage etc. Co. 155 NW 462

Except as to those persons who stand in such relation to the employe as, under the terms of the statutes, to be conclusively presumed to be dependent on him, the question of dependency is one of fact, the statutes sometimes expressly so providing.

Garcia v. State Industrial Acc. Comm. 171 Cal. 57.

Roberts v. Whaley, 158 NW 209.

Miller v. Riverside Storage, etc. Co. 155 NW 462.

Connors v. Public Service Elec. Co. 97 A. 792.

Walz v. Holbrook etc. Corp. 155 NYS 703.

Tierre v. Bush Terminal Co. 158 NYS 883.

State v. State Industrial Comm. 111 NE 299.

Buckley's Case, 218 Mass. 354.

Carter's Case, 221 Mass. 105.

Jackson v. State Industrial Comm. 159 NW 561.

Stevenson v. Illinois Watch Case Co. 186 Ill A 418.

Hotel Bond Co.'s App. 89 Conn. 143.

The question of dependency must be determined on evidence of the facts as they existed at the time of injury.

Kenney's Case, 222 Mass. 401.

State v. Ramsey County Dist. Ct. 158 NW 250.

Dazy v. Apponaug Co. 36 R. I. 81, 89 A 160.

'Actual dependents' as employed in a statute, means dependents in fact, and includes partial dependency.

Muzik v. Erie R. Co. 85 N. J. L. 131.

Miller v. Public Service R. Co. 84 N. J. L. 174.

Jackson v. Erie R. Co., 86 N. J. L. 550.

Havey v. Erie R. Co. 88 N. J. L. 684, 96 A 995.

To come within the terms of such an act the individuals named therein must be actually dependent, not on a common family fund, but on deceased, although this ruling does not mean that minor sisters or brothers cannot be classed as dependents of a deceased adult brother merely because they have a father who is under obligation to support them.

Havey v. Erie R. Co. 88 N. J. L. 684, 96 A 995.

Connors v. Public Service Electric Co. N. J. 97 A 792.

A mere legal right to be supported by the employee is not conclusive as to the existence of dependency, as where it has been practically abandoned, but it is a fact to be considered, although the obligation to support has been evaded by the employee.

Rees v. Penrikyber Nav. Colliery Co. 5 WCC 117.

Devlin v. Pelaw Main Collieries 5 BWCC 349.

Briggs v. Mitchell 4 BWCC 400.

Turners v. Whitefield 41 Sc. L. Rep. 631.

Young v. Niddrie, etc. Coal Co. 6 BWCC 774.

Conversely, a person may be wholly dependent on one, although there is a legal right to demand support from others.

Rintoul v. Dalmeny Oil Co. 1 BWCC 340.

Voluntary contributions are not necessarily evidence of dependency; nor is the voluntary character of the employee's contributions to a person's support conclusive against such fact.

Miller v. Riverside Storage etc. Co. 155 N. W. 462.

Walz v. Holbrook etc., Corp. 170 App. Div. 6, 9.

A person may be wholly dependent on the employee, although he receives occasional gratuities from others, or although he may have some slight savings of his own, or some other slight property or source of revenue, but not where he has any substantial and independent means of his own, or where the contributions of the deceased went merely to augment the savings of the family.

State v. Hennepin County Dist. Ct. 128 Minn. 338.

Carter's Case, 221 Mass. 105.

Buckley's Case, 218 Mass. 354.

Kenney's Case, 222 Mass. 401.

Dazy v. Apponaugue Co., 36 R. I. 81, 85, 89 A 160.

Partial dependency may exist, although the alleged dependent could have subsisted without the contributions of the employe, or is not without the necessities of life.

Hotel Bond Co.'s App. 89 Conn. 143.

Havey v. Erie R. Co. 87 N. J. L. 444.

The test is whether the contributions were relied on by the dependent for his means of living, judging this by the class and the position in life of the dependent, or whether the person is being wholly, or to a substantial degree, supported by the employe at the time of the employe's death.

Mahoney v. Gamble-Desmond Co. Conn. 96 A. 1025.

Varesick v. British Columbia Copper Co. 12 B. C. 286.

Connors v. Public Service Electric Co. 97 A. 792.

Hammill v. Pennsylvania R. Co. 77 N. J. L. 388.

Tirre v. Bush Terminal Co. 158 NYS, 883.

Jackson v. Erie R. Co., 86 N. J. L. 550, 91 A 1035.

The dependent may have other means of support, as when the employe contributed to a family fund, and the contributions may be at irregular intervals and in irregular amounts, and need not approximate at least the minimum amounts of compensation fixed by the Act."

Smith v. National Sash, etc. Co. 96 Kan. 816.

Walz v. Holbrook etc. Corp. 170 App. Div. 6.

Hotel Bond Co.'s App. 89 Conn. 143, 93 A 245.

Taylor v. Seabrook, 87 N. J. L. 407, 94 A 399.

The Powers v. Hotel Bond Co.'s Appeal Case, from the Connecticut Court, cited above, is the most favorable opinion that the Board has been able to find, bearing upon the question of dependency, viewed from the standpoint of the claimant. Another court decision, more or less favorable to the contention of the claimant, in this case, is that of McLean v. Moss Bay Haematite Iron etc. Co. 3 BWCC, 402, in which case the court held that:

"The mother of an injured son may be partially dependent on her son, where the earnings of the son were paid into the family fund, though the mother is supported by her husband."

Among other cases, somewhat similar, to the above is found the following:

Turner et al v. Miller & Richards, 3 BWCC 305.

Main Colliery Co. v. Davies, 80 LT 674, 2 WCC, 108.

Robertson v. Hall Bros. Steamship Co. 3 BWCC, 368.

Turner v. Miller, 3 BWCC, 305.

Friscia v. Drake Bros. Co. 153 N Y Supp. 392.

Appeal Hotel Bond Co., 93 Atl. 254.

Honnold on Workmen's Compensation, on the question of "Actual Dependency", on pages 232 to 236, says:

"The phrase 'actual dependents' means dependents in fact, whether wholly or partially dependent. Hence it is no defense in proceedings under an Act using this term that petitioner and his family were not entirely dependent on deceased. Partial dependency, giving a right to compensation, may exist, though the contributions be at irregular intervals and of irregular amounts, and though the dependent have other means of support, and be not reduced to absolute want. But it exists only to the extent that the deceased workman contributed to the support of the dependent. Payments made for other purposes than for support, such as payments to the dependent to be invested for the joint benefit of both, constitute no part of such dependency."

Boyd on Workmen's Compensation, page 612, in defining "Support" contains the following:

"Support is defined to mean the necessary shelter, food, clothes, etc. to meet the daily necessities of the dependent, and it is to be determined by the amount devoted to those purposes during the year preceding his death by the son."

On page 995, this same author says:

"In all cases, questions of entire or partial dependency shall be determined in accordance with the fact, as the fact may be at the time of the death of the employe."

Again, on page 1077, this author says:

"A dependent within the meaning of the British Compensation Act is a person who was dependent upon the deceased workman for the ordinary necessities of life, having regard to

his class and position and not one who merely derived a benefit from such earning \* \* \*. The question of dependency in any case is a question of fact and not one of law \* \* \*. It is not absolutely required that the contributions should be continuous; it is sufficient if there is a willingness to contribute and the son is unable to make the contribution by reason of lack of employment."

Simmons v. White, 1 WCC, 89.

Howells v. Vivian, 85 L. T. 528.

Senior v. Fountain, 23 T. L. R. 634.

Follis v. Schaake Machine Works, 13 B. C. 471.

Price v. Penrhyber Colliery Co. 85, L. T. 477.

Main Colliery Co. v. Davies, 1 WCC, 92.

Hodgson v. West Stanley Colliery, 3 BWCC, 260.

Rintoul v. Dalmeny Oil Co. 1 BWCC, 340.

Robinson v. Anon, 6 WCC, 117.

Turner v. Miller, 3 BWCC, 305.

Robinson v. Hall Steamship Co. BWCC, 3, 368.

Harper, in his work on Workmen's Compensation, on page 142 says:

"Dependency is entirely a question of fact, to be determined in each case. The question always is whether the deceased employe actually contributed, which must be determined, irrespective of the standard of living in the neighborhood, or the class to which the family belong. The House of Lords, in considering the English Act, with reference to dependency, have said that they declined to assume that the Legislature had contemplated a particular standard \* \* \* a standard dependent upon what was the ordinary course of expenditure in the neighborhood and in the class in which the man lived. In the case thereunder consideration, it was held that a father, while himself earning wages, may be in part dependent upon his child; and that when it was proved that a child contributed to the family earnings and that the father received the contribution and spent it in maintaining himself and his family, that there was sufficient evidence on which to find that the father was a dependent, but the fact that the father actually received a contribution from a member of his family would not seem to be conclusive of the question as to whether he is a dependent or not. All the circumstances in the case must be considered. The court gave as an example, the infant workman earned 6 s. 11 d. per week, which he paid to his father, to assist in maintaining the family. He helped his father who worked as a barber and his services in this were worth 6 s. per week. He was killed by an accident and his father applied for compensation as a partial dependent. In sending the case back for a re-hearing, it was held that the lower court should consider not only whether the boy had paid something into the family fund, but also the cost of maintenance of the son, the value to the father of the son's services in the barber business, and all the other facts, intimating that if the services, plus the wages, did not exceed the cost of keep, the father should not be held dependent."

Tamworth Colliery Co. v. Hall, 1 K. B. 341.

French v. Underwood, 5 WCC, 119.

Leget v. Burke, 4 F. 693.

Main Colliery Co. v. Davies, 2 WCC, 108.

In Volume 4 of Minton-Senhouse on Workmen's Compensation Cases, on page 106, we find, in the discussion of the question of dependency, growing out of the appeal of the case of Howells v. Vivian & Sons, the following:

"The test of dependency is not whether the family could support life without the contributions of deceased, but whether they depended upon them as part of their income or means of living."

The Law of Workmen's Compensation, by Walter M. Glass, on page 248, under the title,

"Who Are Dependents"

treats the question almost as exhaustively as does "Corpus Juris" and while tempted to quote from the portion of same that seems to our mind, pertinent to the case in hand, we will content ourselves by directing attention to the cases cited by Glass, that we have found, on careful search, to be in point with the questions involved in the Flynn case, as follows:

- Havey v. Erie R. Co. 95 Atl. 124.
- Carter Case, 221 Mass. 105, N. E. 911.
- State ex rel Splady v. District Ct. 151, N. W. 123.
- Caliendo's Case, 219 Mass. 498, 107 N. E. 370.
- Walz v. Holbrook, T. & R. Corp. 155 N. Y. 703.
- Hammill v. Pennsylvania R. Co. 94 Atl. 313.
- Krauss v. Fritz & Son, 93 Atl. 578.
- State ex rel. Crookston Lbr. Co. v. Dist. Ct. 154 N. W. 509.
- Jackson v. Erie R. R. Co. 91 Atl. 1035.
- Coakley Case, 216 Mass. 71, 102 N. E. 930.
- Taylor v. Seabrook, 94 Atl. 399.
- N. W. Iron Co. v. Industrial Comm. 154 Wis. 97.
- Gallagher's Case, 219, Mass. 140, 106 N. E. 558.
- Nelson's Case, 517, Mass. 467, 105 N. E. 357.
- Pinel v. Rapid R. System, 150 N. W. 897.
- Newark Paving Co. v. Klotz, 91 Atl. 91.
- Friscia v. Drake Bros. Co. 153 N. Y. 392.
- Garcia v. Industrial Acc. Comm. 151 Pac. 741.
- Barkley's Case, 218 Mass. 354, 105 N. E. 979.
- State ex rel. Carlson v. Dist. Ct. 154 N. W. 661.

The Supreme Court of New Jersey held, in the case of Miller Public Service Railway 85 Atl. 1030, as follows:

"It seems to me that the contrast in the statute is between those who are actually dependent; that is, dependent in fact upon the decedent, and those who are not dependents. *Actual dependency, to my mind, means dependence in fact, and is a question of fact, and the enumeration of certain persons after this heading should not be held to place them in the relationship of actual dependents.* Their enumeration after these words indicates that they must bring themselves by proof into dependency in fact, as distinguished from *theoretical dependency*; otherwise the words are superfluous. \* \* \* \* The statute plainly marks the contract not between dependents and no dependents, but between actual dependents and no dependents."

Again, in the case of Jackson v. Erie Ry. Co. 91 Atl., 1035, the Supreme Court of New Jersey said:

"Dependent in these statutes means dependent for the ordinary necessities of life; one who looks to another for support or help. If partially dependent, they must necessarily be actually dependent."

In the case of Muzik v. Erie Ry. Co. 89 Atl., 248, the same Court again said:

"Our statute says: 'Actual dependents' which must mean 'dependents in fact'. Here they were dependents in fact, so

that if the injured person is entitled to recovery, it was proper, under the authority of the court, to determine the facts underlying the compensation."

On the question of dependency, the statute of the State of Michigan reads in part as follows:

"Questions as to who constitute dependents and the question of their dependency, shall be determined as to the date of the accident to the employe, and their right to death benefits, shall become fixed as of such time, irrespective of any subsequent change in conditions."

In this connection, it will be noted that the Michigan Statute uses the words "as of the date of the accident", while the Montana Statute uses the words "at the time of his injury".

In considering the Michigan Statute, the Supreme Court of that state in the case of Pinel v. Rapid Ry. System, 150 N. W. 897, held that there must be an order of the court, compelling the son to support his parent, in order to create a legal obligation against him, clearly indicating that as far as the relationship was concerned, it did not serve to establish the matter of dependency of the father upon the son.

In the case of Hammill v. Pennsylvania Railroad Co. 90 Atl. 313, the Supreme Court of the State of New Jersey held:

"Under workmen's compensation act, the words 'actual dependents' refer to relatives of the deceased, who were being wholly, or to a substantial degree, supported by deceased at the time of his death."

The Supreme Court of the State of Massachusetts, in the case of Petrozino v. American Mutual Liability Company, Caliendo's Case, 107 N. E. 370, said that:

"Under workmen's compensation act of Massachusetts, providing that the insurer shall pay dependents of an employee who is killed, who were wholly dependent upon his earnings for support, a stipulated weekly payment, it is a question of fact whether the mother and sister of a deceased employee were wholly dependent upon him."

It is evident that the fact that Andrew Flynn was the father of the decedent, Patrick Flynn, carries with it no presumptive conclusions of dependency, in any degree, other than that the relationship that existed constitutes one of the necessary elements in making up dependency but that in addition to the establishment of the matter of the relationship, there must also be clearly established, the fact that the father was actually dependent upon the son.

The Massachusetts Supreme Court, in the case of Veber v. Massachusetts Bonding and Insurance Company, 112 N. E. 485, held very clearly that dependency was a question of fact, to be determined by the Industrial Accident Board and that such findings, as to the matter of the evidence or testimony taken to establish the facts, were not subject to review by the courts.

This question was also covered comprehensively in the following cases:

Roberts v. Whaley, 158 N. W. 209.

Garcia et al. v. Industrial Comm. of Calif. 151 Pac. 741.

Herrick in re Millett Woodbury & Co., 217 Mass. 111.

In re Employers Liability Ins. Co. 104 N. W. 432.

Mahoney v. Gamble-Desmond Co. 90 Connecticut, 255.

Main Colliery Co. v. Davies, 1 W. C. C. 92.  
Hodgon v. West Stanley Colliery Co. 3 BWCC 260.  
Miller v. Riverside Storage Co. 155 N. W. 462.

In the case of the Main Colliery Co. v. Davies, referred to above, the court held as follows:

"A father may be dependent upon his son in some circumstances, but the court is not required to hold, as a matter of law, that he must be."

In the case of Hora v. Ohio Industrial Commission, involving this question, the court held that:

"Nor is there any presumption that the father and mother of an unmarried grown son, who resides with them, are in any degree dependent upon him, but it must be shown that they are as a matter of fact actually dependent, or that they are of such age and financial condition as to bring them within the purview of the statute which makes it a penal offense for a child to fail to support an indigent parent."

It is very evident, judging from the many definitions given by the courts, covering the question of dependency, that they are practically all based, to a greater or lesser extent, upon the theory and reasoning advanced by the court, in the Main Colliery v. Davies case, referred to above, in which, among many other things, the court stated—"the mere fact that a father received money from his son and spends it, is not alone sufficient to establish a claim, under the Compensation Act \* \* \* \*." In reaching a proper conclusion as to what constitutes dependency, it is unquestioned that the needs of the claimant must have some bearing upon the question. In the case referred to Lord Shan held that:

"'Dependent' in the act means dependent for the ordinary necessities of life, the maintenance of members of his family by a person in that class and position in life."

In the case of Constanzo v. Hanover Brick Co. 37 N. J. L. J. 52 (Mossis, C. P. 1914.), the court held that in passing upon the question of dependency, as follows:

"My conclusion is that the financial arrangements obtaining between the father and the son, now deceased, were voluntary, so far as the family needs were concerned and so far as the petitioner's necessities appear. Whatever may account for the payments which were made to the father of all or part of the son's wages, it does not appear that such payments were made for the purpose of maintenance either of the petitioner or the mother of the deceased or any other member of the family. The petitioner and his other two sons in this country, were, I am satisfied, more than self-supporting, leaving no others to be accounted for except the mother of the deceased in Italy and a younger brother, sixteen years of age. The last mentioned I am satisfied, if not as a matter of fact self-supporting in their native land, were capable of being supported by the petitioner, whose legal obligation it was so to do, in addition to supporting himself."

It seems evident from the several court decisions searched, that unless the father depends upon the earnings of the deceased son for his support and draws thereon for his personal, immediate needs, that the fact that the deceased may have contributed toward a fund for some purpose, which, even though it contemplated a benefit to the

claimant, does not in itself establish the father's claim for compensation, as a dependent.

In the case of the California State Board of Prison Directors v. Dickerson, 1 Cal. Ind. Acc. Comm., the court held that:

"To constitute dependency contributions for support must be made with some regularity and must be relied upon by the beneficiary as a source of support."

In the case of Dazy v. Apponaug Co. 89 Atl. 160, the Supreme Court of the State of Rhode Island held that the term 'dependent' means dependent for the ordinary necessities of life, for a person of the petitioners class and position and does not cover the reception of benefits which might be devoted to the establishment or increase of some fund."

In determining what does not constitute dependency, the courts have held that the promise of a son to help his father is not sufficient to establish dependency of the father upon the son.

In the case of Turley v. Bible-Institute Building Company, 1 Cal. 62, the court held that occasional gifts from a son to his mother were not sufficient to establish the dependency of the mother and in the case of Pinel v. Rapid Railway System, 150 N. W. 1897, already referred to, the court held that the mere legal obligation of a son to support his mother does not constitute dependency.

There is no presumption anywhere that a parent is actually dependent upon his child and Section 3751 of the Revised Codes of Montana, 1907, defining reciprocal duties of parents and children, in maintaining each other, provides that:

"It is the duty of the father, the mother and the children of any poor person, who is unable to maintain himself by work, to maintain such person to the extent of their ability. The promise of an adult child to pay for necessities previously furnished to such parent is binding."

It is very apparent from the foregoing that there was no legal obligation imposed upon Patrick Flynn, at the time of his accidental death to support his father, the claimant, Andrew Flynn. The father lays no claim to being an "indigent parent."

In the preparation of the foregoing pages, 360 cases involving the question of dependency have been searched and out of that number, 116 cited, including every case that in any wise seemed to favor the contention of claimant that he is entitled to compensation on account of the accidental death of his son. The research made has been upon the side of the claimant, to determine if it was possible, within the law and the evidence, to favorably consider his claim, which fact must serve as an excuse for the number of court cases cited.

The research made of court and board decisions, discloses the fact that the courts have reversed many more cases involving the question of dependency, where same has been allowed and compensation ordered paid, than in cases where compensation has been denied. This would seem to indicate the tendency of Boards and Commissions to be swayed by sympathy and humanitarianism to the extent of going beyond the limits of the Law, in fixing a standard from which to judge and determine matters of fact governing dependency, within the meaning of the

various workmen's compensation laws. The law must be properly applied to the facts, after the facts have been properly determined.

In the case of *Mahony v. Gamble*, found in 96 Atl. 1025, the Supreme Court of Errors of the State of Connecticut, in reversing the judgment of the Superior Court, which had affirmed the award of compensation made by the Compensation Commission, said:

"Where a recipient shall be conclusively presumed to be totally dependent upon a wife, with whom he lives at the time of her injury, the presumption does not arise, as must his being compensated for injuries to his son, but that is a fact to be determined in every case, and not governed by presumption."

It is evident that the Supreme Court of Errors found that the Compensation Commissioner had been too liberal in his interpretation of what constituted dependency. Again, we find this same court, in affirming decisions of Superior Court of Fairfield County, in the case of *Blanton v. Wheeler & Howes Co.* 99 Atl. 494, reading:

"Where claimant is a married daughter of a deceased employee whose death was due to injuries sustained in the course of employment the question of her dependency depends upon whether without the contributions of her father she has sufficient means at hand for supplying present necessities, judging those according to her class and position in life, the principle being the same as that which would be applied in determining what would be necessities to be furnished a minor; and the mere fact that she received from time to time small sums of money, which she employed in her ordinary living expenses and which she relied on to help out therein, would not be sufficient to show her a partial dependent entitled to an award unless it further appeared that the contributions were necessary to her support according to her class and position in life."

The foregoing would seem to clearly indicate the position of the Supreme Court of Errors of the State of Connecticut, on the question of what constitutes "actual dependency".

In Massachusetts, we find that the Supreme Judicial Court of that state has found it necessary, in several cases involving the question of dependency, to reverse the findings of the Industrial Accident Board where compensation had been ordered account dependency, which would seem to indicate, as stated, the tendency of Boards and Commissions to treat rather too liberally claims for dependency. Among the cases reversed by the Supreme Judicial Court, involving questions that bear upon the case in hand, we find the following:

- In re Nelson, 105 N. E. 357.
- In re Gallagher 106 N. E. 558.
- In re Aetna Life Ins. Co. 106 N. E. 558.
- Veber v. Mass. Bonding & Ins. Co. 112 N. E. 485.
- In re Newman's Case, 111 N. E. 359.
- Kenney v. City of Boston, 111 N. E. 47.

A similar condition exists in the other states for we find in Michigan that the Supreme Court of that state has found it necessary to reverse the Industrial Accident Board, in awarding compensation to dependents, in the cases of:

- Finn v. Detroit, Mt. C. & M. Ry. 115 N. E. 721.
- Roberts v. Whaley, 158 N. W. 209.
- Ludwig v. American Car & Foundry Co. 161 N. W. 835.

In New York State, the most pronounced case is that of *Tirre v. Bush Terminal Co.* 172 A. D. 386.

From the State of New Jersey, we find the Supreme Court of that State reversing the compensation awards, account dependency, in the cases of *Hammill v. Pennsylvania Railroad Company*, 94 Atl. 313.

*Jackson v. Erie Ry.* Co. 91 Atl. 1035.

*Havey v. Erie Ry.* Co. 95 Atl. 124.

*Batista v. West Jersey & S. R. Co.* 88 Atl. 954.

The record in the other states where compensation laws providing for the payment of compensation to dependents, have been in existence for any considerable length of time, is similar on this question, and citations of cases could be multiplied from a long list of American decisions, covering this dependency question.

Despite the fact that the various boards and commissions, charged with the administration of the Act in their respective states, have given much thought and study to the determination of this question, in the hopes that a fairly uniform standard might be evolved, through the medium of which much of the present vexation could be avoided, in reaching a just conclusion concerning the merits of claims for dependency, very little has been accomplished and it still remains a "question of fact", for determination without rule, in each individual case.

Rhode Island says:

"The test of dependency is not whether the petitioner, by reducing his expenses below a standard suitable to his condition in life, could secure a subsistence for his family without the contributions of the deceased, but whether such contributions were needed to provide the claimant with the ordinary necessities of life, suitable for persons in the same class and position."

Iowa says:

"As a general rule, the question of dependency in those cases in which the alleged dependents are conclusively presumed to be dependent, does not depend on whether the alleged dependents could support themselves, without decedent's earnings, or so reduce their expenses that they would be supported independent of his earnings, but on whether they were in fact supported, in whole or in part, by such earnings. We consider that actual contributions, if they were made regularly and the amounts are ascertainable have much to do in determining whether or not one not conclusively presumed to be dependent, is a dependent, perhaps more than the financial condition of the alleged dependent."

West Virginia says:

"The question of dependency under the Workmen's Compensation Law, is one of fact, and not of law, to be determined by the evidence in each particular case, and means dependent for the ordinary necessities of life, for one of his class and social station in life, taking into account the financial and social position of the recipient. The extent or degree of the dependency is not important. If dependency existed at all right to participate in the fund is established. The question is not whether the claimant could have maintained himself with the bare necessities of life, without the assistance of the earnings of the injured or deceased employe, but whether he was actually dependent upon such earnings for his support and maintenance."

California says:

"In cases of partial dependency coming before the Industrial Accident Commission, it is the practice to require evidence as to the extent of dependency claimed, covering a period of a year or more prior to the date of the injury. Evidence covering the contributions alleged is generally obtained through the postoffice or banks which have been used as a medium for conveying money, and where evidence of that character cannot be obtained, the Commission requires sworn statements of the dependents, supported by testimony of parties who may have knowledge of the contributions having been made. That no hard and fast rule is possible, as the questions involved are purely those of fact, they must be determined by the facts existing in each individual case."

Minnesota says:

"The question of determining dependency is more or less involved, especially where contributions have not been made at stated intervals and vary according to the financial conditions of the deceased.

Generally, where the case requires the ascertaining of the value or amounts of contributions that have been made, same is determined for a reasonable time prior to the date of the accident, usually for a period of from six months to one year, and the conclusion thus reached is used as a basis for arriving at the amount of compensation due. That any contribution regularly made by deceased to a dependent is sufficient to establish to some degree a claim of dependency and to entitle the recipient to compensation. That any series of contributions, however intermittent, if they clearly show an intent on the part of the deceased to provide part of the income of recipient, it is almost conclusive of the fact that such recipient is a dependent."

New Jersey says:

"We try to decide each case on its merits, rather than by definition and where any person named in the list to be considered as dependents, according to Paragraph 12 of our Act, suffers material loss on account of the death of anyone who has been previously supporting them, then we feel there has been an actual dependency. If the loss is not what we may consider of sufficient importance to work hardship by the discontinuance of the money which had before been received, then we conclude that there has been no real and actual dependency. It is impossible for any phrase or rule to be formulated that will serve as a guide for every case. Each case must be considered on its own merits."

Illinois says:

"That any substantial contribution at all is sufficient to entitle recovery. That every claim must be decided upon its own merits."

Oregon says:

"It is often a difficult matter to determine whether or not contributions have been made to dependents and while the Commission have no definite rule, our law says that they are entitled to fifty per cent of the amount contributed covering the twelve months previous to the accident, resulting in death, and we endeavor to secure some tangible evidence that contributions have actually been made. This, however, is not always possible. Our law also states that dependents must be a dependent in whole or in part. Compensation is not paid to the father and mother, or other relatives, unless dependency is actually proved. Where dependency is actually shown, that

is, by investigation bringing out the fact that the parents, for instance, were not only poor, but incapable of performing any gainful labor, and we are reasonably certain that the deceased contributed, we often have to make an arbitrary rule to cover cases of that character. In other words, each case must be settled in accordance with the facts, and not from any set rule."

Pennsylvania says:

"The Board has decided that the question of actual dependency is one of fact, to be determined in accordance with the circumstances of each case. They have held, that such dependents must show, not only that the deceased contributed to their support, but that these contributions were necessary to maintain their household in that standard of living appropriate to their situation in life. So, for instance, they have denied compensation where it was shown that the mother and father were entirely self-supporting and where the contributions of the son were more than counterbalanced by the savings of the parents. The Board has formulated no particular rule, though it has rendered many decisions along the line indicated above. While they require the dependents to show that the contributions of the deceased were necessary to the proper maintenance of the household, yet they have been reasonably liberal in their applications of this requirement and they have not attempted to determine exactly the scale of living which any particular family is entitled to enjoy. Practically, I should say, that where the contributions of the deceased are necessary to maintain the family and their cessation, through accidental death of the deceased, requires a lowering of the standard of living, compensation has been awarded, even though the standard of living of that home was slightly in excess of that prevalent among those of like social position, in that neighborhood."

Colorado says:

"We hold that dependency involves the element of necessity, that is the dependent must look to the contributions made by the deceased for the necessities of life, and as a part of the support. Contributions must be made regularly. We have also held that where one of the so-called dependents receives money from the deceased for the purpose of building an estate, that the contributions made are not for necessity and that the party receiving same is not dependent. We look carefully into the circumstances surrounding the dependents claiming compensation and if we find that the dependent is capable of caring for himself, or herself, independent of the contributions of the deceased, we are very apt to deny compensation."

New Hampshire says:

"It is a pretty good definition to consider as dependents, a widow, children under sixteen years of age, and children who are incapable of self support. Also parents or grandparents, whether wholly or partially dependent. Dependency must exist at the time of the injury."

Maryland says:

"Questions of dependency in whole or in part are determined in accordance with the facts in each particular case existing at the time of the injury resulting in the death of the employe; but no person is considered a dependent except those named in the Act. The presumption as to the dependency of a wife or invalid husband has been held by us to be a rebuttable one, so that in all contested cases the whole matter resolves itself into a question of fact."

**Washington says:**

"We require the claimants for dependency to make an affidavit, supported by documentary proof, of the average monthly amount contributed by the deceased for the twelve months prior to the date of the accident; also that they were of necessity dependent upon the deceased, in whole or in part, for their support."

**Wisconsin says:**

"In the administration of the Wisconsin Compensation Law, we have had occasion in many cases to determine the extent of dependency and the amount contributed by the deceased to the support of the alleged dependents. In all cases not presumed by the Law to be dependents, it is a question of fact whether or not the deceased leaves anyone dependent upon him for support. Contributions made by the deceased cannot be considered in determining the extent of dependency unless the contributions were made during the year immediately preceding the accident."

**Nevada says:**

"This Commission has always taken the position that dependency is a question of fact, rather than of law, and that it must be determined in accordance with the facts as they existed at the time of the injury. The fact that a parent has a natural, if not legal, claim upon a child for care and maintenance, makes it proper to consider the actual needs of such parents in any given case, regardless of how far the deceased may have been able to supply those needs. In ascertaining what such needs are, it is plainly necessary to look to the age, the circumstances, the position in life and the earnings capacity of the parent, or the person claiming to be a dependent. It is not absolutely required that the contributions should be continuous; it is sufficient if there is a willingness to contribute, although decedent may be unable to make any contributions on account of lack of employment. The deceased may have contributed very little to the support of the claimant; he may have been unable through the force of circumstances to contribute anything at all for long periods, and yet, the claimant may have been in a true sense wholly dependent upon the deceased. The amounts contributed by the deceased to the support of claimant, is therefore, by no means the only criterion for determining whether such person or persons are dependent, although the fact that deceased had contributed would obviously tend to establish a condition of dependency. In submitting proof in support of a claim, it must be clearly shown that claimant was in actual need of assistance, and that the deceased had attempted to supply that need to the best of his ability, even though able to a slight extent only. The mere fact that deceased at different times sent money to the claimant does not in itself establish dependency. There must be positive proof of the necessity of such aid and assistance. Dependency is a question of fact, to be established by the submission of proof of the facts, as they existed in each case at the time of the injury."

The fifteen states quoted, representing nearly one-half of the number operating under a compensation law, covers fairly well the method ordinarily adopted and employed in determining the matter of dependency, and is reasonably comprehensive as to what is required upon the part of the claimant to prove or establish dependency.

As heretofore stated, the members of the Board have endeavored to find court decisions, board rulings, opinions of authorities and definitions, in support of the most liberal and broadest possible interpretation of the provisions of the workmen's compensation statutes, relating to dependents and actual dependency.

The question has been taken up from the angle of "dependency", then "actual dependency", then "support", as determined by the courts, and then by the authorities, and lastly by the compensation boards and commissions, and it seems clearly evident that—"actual dependency to any extent upon the decedent at the time of the injury"—(Section 6 (m), Montana Act), means simply—"dependent when necessary". This may be a "short and ugly" definition, but we maintain that it is expressive, and we hope, comprehensive. We are all dependents, on something, whether it be on our own efforts, or the efforts of another, and if we are obliged to be dependent on the labor of a relative, it is because same is necessary, and when thus necessary, then the law will so recognize it.

Actual dependency for the things necessarily needed, will generally serve as a fair test in determining the existence of dependency under the provisions of the Montana Workmen's Compensation Act, and it would be fairly safe to reason that the term dependency means "dependent for the ordinary necessities of life, for a person of claimant's class and position in life, taking into account the financial and social position of the recipient,"—and furthermore, that it's determination is a question of fact, resting exclusively with the Board and governed by the facts existing at the time of the injury.

Under the very terms of the Montana Act, questions of dependency are made questions of fact, and each question of dependency can only be determined upon the facts submitted in each individual case. The ultimate question to be decided by the Board is the application of the proper standard, to the facts adduced.

It has been stated that there is no appeal from the action of a Board, from its decision, wherein the facts can be reviewed by a higher court. While this, to a certain extent, is true, nevertheless, the court has reserved unto itself the right to review the standard applied to the facts submitted by the Board, which condition clearly indicates the necessity for employing the proper standard, in determining the application of the facts adduced 'n any case, to the law governing same.

### Facts Established at Hearing.

The evidence adduced at the hearing established the fact that Patrick Flynn, age 25, son of the claimant, Andrew Flynn, was accidentally killed on January 12th, 1916, while in the employ of the Anaconda Copper Mining Company. That he left surviving him, a father, aged 52 years, also an elder brother and two sisters, aged 21 and 17, respectively. That the decedent had been working in the mines of Montana for about two years, preceding his death, and before that time in the mines of Michigan. That the claimant had also worked in the mines of Michigan for several years before coming to Montana, since which time he has worked in the mines of Butte. That the decedent came to Montana some time ahead of the claimant, and his two

sisters and mother. That the mother died about three weeks before the fatal accident to the son. That the decedent sent money to his mother while she was in Michigan, to assist in the support of herself and that of her daughters, consisting of the two sisters of the decedent. That he also contributed in substantial amounts, frequently, to the support of his mother, after her arrival in Butte, and up to the time of her death. That the claimant lived with his wife and daughters while they were in Michigan and until the wife left Michigan for Montana, some six months prior to the decedent's death. That claimant remained in Michigan until about four months prior to the accidental death of the son. That he did not live with family after reaching Butte. That his wife died December, 1915, and he reached Butte the latter part of September, 1915. The claimant went to work in the St. Lawrence Mine, in the month of November, earning \$92.00 that month and in December \$72.00, and for the five days work in January, preceding his sons death (which occurred January 12th) he earned \$21.25. He returned to work in February, earning \$89.25 and in March \$85.00 and in April \$90.00, in May \$128.00, etc., earning good wages whenever he wanted to work and experiencing no trouble in securing work as he was, and is, an experienced, competent miner.

The testimony submitted discloses the fact that the decedent, Patrick Flynn, contributed no money directly to the support of the claimant, Andrew Flynn. That he did contribute money, in considerable amounts, and at frequent intervals, to the support of his mother, up to the time of her death, and to the support of his sisters, Margaret and Mary, is clearly established. That the sister, Margaret, is an invalid and unable to support herself, and has been for a number of years prior to the death of decedent. The testimony of claimant, submitted in support of his claim for dependency, was contradicted in its material features by the testimony given by Margaret and Mary Flynn, while testifying in support of the claimant. The claimant's testimony established the fact that he was not an invalid, neither an indigent, and that he was able to work and earn good wages. That during his stay in Montana he had only consulted a physician twice, once account suffering from a cold and the other time due to an injury received through some party hitting him on the head with a bottle. Claimant's testimony, as distinguished from his claim for compensation, filed in the case, established the fact that his alleged claim for compensation was based upon the claim that the decedent had given money to him (Andrew Flynn) to give to his wife and daughters, for their support. That personally, he had not needed or required any assistance or support. That he was able and competent to support himself, but not his daughters. The testimony of the daughters established the fact that the father had not contributed anything to their support since coming to Montana, other than \$15.00, as testified to by one daughter, and confirmed by the other daughter, except as to the amount, which she thought was \$25.00, making, in either event, a total to both daughters, for that length of time, of not to exceed \$25.00. The claimant's testimony established the fact that he has lived apart from his family, including the decedent, since he came to Montana and that

he has at all times since reaching this state, lived at the Florence Hotel, in the City of Butte.

The witnesses examined and cross-examined for the claimant were: Andrew Flynn, Margaret Flynn and Mary Flynn. The witnesses for the employer were: Arthur Berry, E. R. McMahon, John M. Madden, Louis Connor and George Waters. The depositions taken at the hearing were regularly certified to and transcripts given, to both claimant and employer and copy filed with the Board, which is hereby referred to and accepted as evidence of all the matters mentioned therein, and from which testimony, the facts adduced have been gathered.

#### Conclusions Re: Testimony.

The essential facts in this case which are determinative of the question of dependency, rest upon the testimony adduced at the hearing as same controverts the allegations made in the claim filed by the claimant for compensation, as well as the allegations contained in the affidavit filed by claimant, in support of his claim. As the affidavit of Andrew Flynn, as well as by Margaret and Mary Flynn, in support of the claim made by Andrew Flynn for compensation is of necessity more or less an ex parte nature, and should yield precedence to the sworn oral testimony submitted at the hearing, at which time each side to the contention had the opportunity to question and cross-question and examine the parties making the affidavit to whatever extent they deemed necessary. Therefore, the statements contained therein have been disregarded where contradicted and controverted by the oral testimony, submitted under oath, by the parties making the affidavit.

The claimant has utterly failed to establish, through the medium of testimony submitted at the hearing, his claim for dependency upon the earnings of the deceased son. The claimant failed to establish the allegation made by him as to his physical inability to work continuously, as his own testimony disclosed the fact that during the entire time he has been in the State of Montana and worked in the mines of Butte, that he never found it necessary to consult a physician as to his physical condition, except on two occasions, one of which was due to his having contracted a cold and the other to having been injured, through some one striking him on the head with a beer bottle. It is evident that if the claimant suffered from any physical ailment, that it would have been easy for him to have submitted the testimony of some physician to that effect. Also that as he has been a subscriber to a medical and hospital agreement, which provides free medical and hospital treatment, that if he had suffered from any physical ailment, worthy of the name, that he would have consulted some one of the contracting physicians, relative to same. Yet the records, as disclosed by the evidence, show that he never even asked for a "doctor or hospital ticket."

Comparatively speaking, the only material allegation made by the claimant that was substantiated by proof, was his statement that he had been unable to work full time at the mines during any one of the calendar months. The testimony submitted by the proprietor of the Florence Hotel, and the bookkeeper and clerk of same, and the shift boss where claimant worked and the miner who worked with him,

clearly establishes the fact that Andrew Flynn was in the habit of frequently partaking too freely of intoxicating liquor, with the result that for days at a time and in some instances, weeks, he would be unable to work. It is evident that claimant's statement that he was unable to work full time, was correct, but that the cause he assigned for his inability to work was not correct. That instead of his inability being due to some natural physical ailment, that it was due entirely to over-indulgence in intoxicating liquor. The evidence discloses that Andrew Flynn never complained of, or exhibited any physical ailment to the manager or clerk of the hotel where he lived for nearly a year and a half, except the ailment that has been mentioned, consisting of intoxication. The same condition exists as to the testimony of the shift boss, for whom he worked for the goodly portion of a year and to the miner who worked as his partner during the several months that he worked in the Badger Mine.

The chief point raised by the claimant to establish the fact of his dependency was that of his inability to work steadily, on account of the physical ailment, and the fact that the son, prior to his accidental death, contributed to him for the support of himself and his wife and his daughters. The evidence submitted utterly fails to establish any one of these contentions, except indirectly, to the effect that the decedent did contribute to the support of the wife of claimant, and also to the support of the daughters of claimant, but he did not contribute directly to the support or keep of the claimant. In view of the fact, as established at the hearing, that claimant has earned on an average, over \$4.00 a day, for every day he has cared to work, and that he has never been discharged account incompetency, but that he can always secure work, whenever he desires, and that he has earned from \$70.00 to \$120.0 a month, each month since he commenced to work in the mines of Butte, in the latter part of the year, 1915, it would seem to indicate that his claim for dependency is not entitled to serious consideration, as having been "actually dependent" at the time of the injury upon the earnings of his son. At the time of the death of his son, his wife had been dead several weeks and his daughters were living with a married sister, while he was living at the Florence Hotel and making apparently no attempt or effort to provide the daughters with a home, or look after their welfare, as testified to by both the daughters in question, he had not contributed to their support since coming to Montana in an amount exceeding \$25.00. Under the broadest interpretation of a definition of dependency, it would seem impossible to interpret the fact that the decedent's contribution to the support of his mother prior to her death, and to his sisters, could establish a claim for dependency on the part of the father.

Nowhere in the testimony submitted was there anything to indicate that the money contributed by the decedent had been used in any way for the actual, personal needs of the claimant, at or prior to the death of the decedent.

The evidence discloses the fact that in September, October, November and December, 1915, the four months preceding the time when the decedent was accidentally killed, that the decedent paid his mother's

doctor bills and contributed in various ways to her support, but that he did not contribute anything to the support of his father, who was not living with his mother, but instead was living apart from the family at the Florence Hotel. The evidence also seems to establish the fact that at no time had the decedent contributed in any way to the father's support, unless by having contributed to the support of his mother and sisters, the father may have indirectly derived some benefit from same, but if so, benefit of such a nature is not sufficient to constitute dependency, within the scope of the Compensation Act. The evidence submitted conclusively establishes the fact that no money passed from the deceased son to his father, for the latters personal use or benefit, but only to him as mediator or messenger, to deliver to the mother (who died three weeks before decedent) and to the daughters, both of whom are over the age of 16, but one of whom is an invalid and unquestionably a dependent upon the decedent, within the meaning of the Law.

From the testimony submitted, it is only reasonable to assume that if Margaret Flynn had filed a claim for dependency account the death of her brother, based on the fact that she was an invalid, that it would have been entitled to favorable consideration. In this connection it is only fair to state that the attorneys conducting the hearing, on behalf of the claimant, Andrew Flynn, became connected with the case after the time allowed by law for the filing of claims for compensation had elapsed.

The testimony submitted establishes the fact that Andrew Flynn was able to work and support himself, at the date of the happening of the accident, which caused the death of his son, Patrick, and that he had been, for a long time prior thereto, and that he was not at the time of the injury dependent upon the earnings of the decedent. He was able and had the ability to take care of himself, and evidently did so, whether willingly, or unwillingly.

### Findings of The Board.

The Board is of the opinion that the intent of the Legislature of Montana, in Section 6 (m) of the Workmen's Compensation Act was that there must be an actual dependency shown. That is, an actual contribution made at the time of the accident, or at a time sufficiently near the happening of the accident to prove that the claimant was, or had been, immediately prior thereto, depending upon the contributions of the deceased for support.

In the case in hand, the Board finds, as matters of fact, from the testimony of the witness examined, that Andrew Flynn was not dependent upon the deceased at the time of his death. Previous to the death of Patrick Flynn, and since, the father was not only able to work, but actually earned the maximum of a miner's wages when he worked. That at no time did he earn as small an amount as alleged in his affidavit, nor has he contributed to the support of his daughters, either before or after the death of his son, except in an amount of not to exceed \$25.00. That his daughters depended to a large extent upon their brother, is established by the testimony and that no portion

of the son's earnings went to the support of the father is also established.

The Board finds from the evidence submitted that there is no basis or reason in fact that would justify awarding compensation to Andrew Flynn. He was not dependent, or in need of support at or reasonably prior to the time of the accidental death of his son, Patrick Flynn, but on the contrary, he was in normal health at that time and earning sufficient money to meet all his legitimate and ordinary requirements to maintain himself in the station he had always occupied. His wife was dead and he lived apart from his daughters and was not contributing to their support to any appreciable extent, at the time of the death of his son. The decedent was not contributing to claimant's support at the time of his death, and the evidence discloses no reason why he should have so contributed. The testimony of claimant, himself, established the fact that he has lived at the Florence Hotel, in the City of Butte, since he arrived in Montana, in September, 1915, up to the time of the hearing, held in January, 1917, and not with his wife, who was a resident of Butte from August, 1915, to the time of her death, in December of that year, and that his unmarried daughters are compelled to provide for their own support, receiving nothing from him, beyond a possible \$25.00 since he has been in the State of Montana. He has supported himself, only, and his earnings have always been in excess of his actual expenses.

**Therefore, The Industrial Accident Board Rules.**

as a conclusion of fact, that Andrew Flynn was not actually dependent to any extent upon Patrick Flynn, at the time of his injury, and therefore his claim for compensation as a major dependent, is rejected and denied.

Done at Helena, Montana, this 25th day of June, A. D. 1917.

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In the "Opinions of Attorney General" reproduced in the last pages of this report will be found the reasons, upon which have been predicated rulings covering the following disputed questions:

Hazardous and non-hazardous employment; how to collect assessments; chauffeurs for retail stores not subject to Act; relation of Act to public corporations; admission of counties; Lewis and Clark County application; how many days constitute a week; elevators and stores not covered; what employes are covered; territorial jurisdiction; volunteer fire departments not subject; members paid fire departments subject; hoboes working on street not subject; casual or incidental employment; merchandising not hazardous; policemen not subject; school districts; how to compute weekly wages; jurisdiction Glacier National Park; non-segregation of payroll; employes public corporations; arising out of and in the course of the occupation; independent contractors; waiting period; defining employer; foreign claimants; mine leasers; and what constitutes dependency.

## THE WOMAN'S PART IN WAR

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The maid who binds her warrior's sash  
With smile that well her pain dis-  
sembles,  
The while beneath the drooping lash  
One starry teardrop hangs and  
trembles,  
Though heaven alone records the tear,  
And fame shall never know her  
story—  
Her heart has shed a drop as dear  
As e'er bedewed the field of glory.

The wife who girds her husband's  
sword  
'Mid little ones who weep or wonder,  
And bravely speaks the cheering word,  
What though her heart be rent  
asunder,  
Doomed nightly in her dreams to hear  
The bolts of death around him rattle,  
Hath shed as sacred blood as e'er  
Was poured upon the field of battle.

# Opinions of Attorney General

## First Assessment, How Collected.

Helena, June 2, 1915.

Industrial Accident Board,  
Helena, Montana.

Gentlemen:

Replying to your letter of the 22nd ultimo, wherein you ask for an opinion of this department respecting the collection of the first payment which shall be made for the months of April, May and June, 1915, will say that Section 40 (f) of Chapter 96, Laws of 1915, expressly provides that:

"The first payment shall be collected upon the pay rolls of the months of April, May and June, \_\_\_\_\_".

The language used, as you will note, is mandatory, and leaves no possible chance for doubt as to its meaning. It cannot be assumed, in view of the positive declaration above set forth, that any estimation may be made in the case of employers who are running going concerns. This estimation may, however, be made where an employer comes in at some intermediate period, as provided in the same section.

It is, perhaps, unfortunate that the statute says this collection must be made on or before the 15th day of July, but the wording of the Section is very plain and admits of no other construction. You are, therefore, advised that, as to going concerns, the first payment must be made and collected upon the actual pay rolls for the months above mentioned.

Yours very truly,  
J. B. POINDEXTER,  
Attorney General.

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## Relating to Method of Computing Wages Received by Coal Miners.

Helena, Montana, June 11, 1915.

Hon. A. E. Spriggs,  
Industrial Accident Board,  
Helena, Montana.

Dear Sir:

Pursuant to a conference had by your honorable board with representatives of the Montana State Coal Operators' Association, and United Mine workers of America, you have requested this office for an opinion respecting the computation of wages received by coal miners as a basis for fixing the compensation to be allowed employees injured in the course of their employment.

It is represented that coal miners in this state do not receive fixed daily wages, but mine coal for a fixed price per ton, which varies slightly in different localities, depending upon the character and workability of the coal viens; this variation being calculated to reflect equitably upon the miners, so as to enable them to earn approximately the same wage wherever employed. It is agreed the coal miners in this state do not operate continuously throughout the year; but, that the average number of working days is approximately two hundred and forty annually. It is contended upon the part of the operators that the rule to be adopted by the Board to ascertain the weekly wage upon which compensation is to be based is, to determine the workman's total earning capacity for the mining period of two hundred forty days, or coal mining year, and use fifty-two as the divisor of the total, which in turn will give the average weekly earnings for a calendar year. On the other hand, it is contended by the mine workers that the average wage shall be ascertained by taking the actual number of days a miner has been employed during a certain period of time, as, for instance, during a year. The total amount earned by him during such time should then be divided by the exact number of days of actual employment, and the result would be the average daily wage; and the sum thus ascertained multiplied by the numeral six, would give the weekly wage, forming the basis of compensation to the injured workman.

An examination of various compensation laws of other states, discloses that usually specific provision is made for ascertaining the average wage where contract or piece-work furnishes the basis of wages, and where no fixed daily stipend is paid the workmen. Our law is apparently silent upon the subject. Several sections, however, shed light upon the subject. Section 6 (u) defines the word "week" as meaning six working days, including Sundays, and Section 6 (v) defines the term "wages" as meaning the average daily wages received by the employee.

I am, therefore, of the opinion that a construction of the law, such as is contended for by the operators, would be unjust to the employee, and inequitable in its consequences. Hence, the rules which should guide your Board in instances such as we have under consideration, may be stated succinctly as follows:

(a) Whenever the wages received by any employee be in the form of piece-work, tonnage, or means other than a fixed daily wage, the average daily wage shall be the total net earnings of the employee for a period preceding the accident, to be determined by the Board, which total shall be divided by the actual number of days worked, and the result multiplied by six which will give the weekly wage, furnishing the basis for compensation.

(b) Whenever, by reason of the shortness of the time during which the employee has been employed, and by reason of the nature of the employment, it is impracticable to compute the average daily wage, as defined in paragraph (a), regard may be had to the average daily wages which are being earned by a person in the same grade, employed

at the same work by the same employer, or, if there is no person so employed, then by a person employed by another in the same grade and in the same class of work.

Yours very truly,  
J. B. POINDEXTER,  
Attorney General.

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### When Compensation Starts.

June 19th, 1915.

Hon. A. E. Spriggs,  
Chairman, Industrial Accident Board,  
Helena, Montana.

Dear Sir:

This office is in receipt of your recent communication respecting certain questions pertaining to the Workmen's Compensation Law, upon which you desire an official opinion.

You inquire as to when compensation starts after a workman has been injured? Section 16 (a), (b), and (c) deal generally with compensation; and in each of these subdivisions, there appears the following language:

"Such compensation shall be paid during the period of disability."

This general language, however, is qualified by the provisions of Section 16 (g), which provides that no compensation shall be allowed or paid during the first two weeks of any injury except as may be required by the provisions of Section 16 (f), which said section provides that during the first two weeks after the happening of the injury, the employer, or insurer, or the accident fund, as the case may be, shall furnish reasonable medical and hospital services and medicines, as, and when needed in amount not to exceed \$50 in value, except as otherwise provided, and when the employer is the party to a hospital contract, unless the employee shall refuse to allow them to be furnished. It is, therefore, apparent that the phrase "such compensation shall be paid during the period of disability," must be construed as meaning that the period begins not at the time the injury, but after the expiration of two weeks from the time the injury occurred. In this connection you are further advised that by mutual agreement between the employer and the employees, the provisions of Section 16 (f) may be waived, provided the employer and employees enter into an agreement providing for hospital benefits and accommodations to be furnished to the employees, as provided by Section 14 (a), (b), (c), (d), (e), and (f). You inquire, further, whether it be necessary for an employer to have a certain number of employees to entitle him to come under the Act. The act itself is silent upon this subject. Employers who come under its provisions make payment to the Industrial Accident Fund in proportion to the annual payroll. It is my opinion that where the employment is not such as is designated "casual employment," any

employer engaged in the hazardous pursuits specified in Section 4 (b), (c), (d), and (e) may have.

Another question which you propounded is whether in view of the provisions of the law, it is compulsory on school districts in this state to come within the provisions of plan No. 3? Section 3 (e) provides that where a public corporation is the employer, or any contractor engaged in the performance of contracting work for such public corporation, the terms, conditions and provisions of compensation plan No. 3 shall be exclusive, compulsory and obligatory, both upon employer and employee. Section 6 (gg) defines public corporation to mean the state, or any county, municipal corporation, school district, city, city under commission form of government or special charter, town or village. These sections indicate that school districts are subject to the provisions of plan No. 3, but it will be noted the Workmen's Compensation Law is intended to cover inherently hazardous works and occupations, and all such are defined in Sections 4, (b), (c), (d) and (e). School districts as such are engaged in educational pursuits, and this department has held that when it becomes necessary to construct buildings for school purposes, the school district, as such, may not act in the capacity of employer, but must let contracts according to law for the construction of such buildings. The contractor in such cases undoubtedly would be subject to the provisions of plan No. 3, for he is specifically included under the terms of Section 3 (e). As the general law now stands, respecting the construction of public buildings by school districts, I am of the opinion that no school district in this state has any interest whatever in the Workmen's Compensation Law, and may not be compelled to come in under the provisions of plan No. 3; in fact, may not even volunteer to come in and contribute any portion of schools moneys for the support of the Industrial Accident Board.

Yours very truly,

D. M. KELLY,  
Attorney General.

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### Is Law Compulsory as to Public Corporations?

Helena, Montana, June 29, 1915.

Hon. A. E. Spriggs,

Chairman, Industrial Accident Board,  
Helena, Montana.

Dear Sir:

I am in receipt of your letter of even date, wherein you inquire whether under the compensation law, it is obligatory upon public corporations to become bound by the provisions of Plan No. 3. Public corporations are defined as follows:

"Public corporations' means the State, or any county, municipal corporation, school district, city, city under commission form of government or special charter, town or village."

Public corporations as thus defined, are included in the term "em-

ployer," Section 6 (i) providing:

"Employer" means any person, firm, association, or corporation and includes the state, counties, municipal corporations, cities under special charter and commission form of government, school districts, towns or villages, and independent contractors, and shall include the legal representatives of a deceased employer."

And Section 3 (i) reads as follows:

"Where a public corporation is the employer or any contractor engaged in the performance of contract work for such public corporation, the terms, conditions and provisions of compensation plan No. 3 shall be exclusive, compulsory, and obligatory upon both employer and employee."

This language standing alone would seem to afford no alternative for public corporations, but would seem to indicate by positive expression that they are compelled to submit to the provisions of plan No. 3. However, Section 3 (f) provides in part:

"Every employer engaged in the industries, works, occupations or employments in this Act specified as 'hazardous' may \* \* \* elect whether he would be bound by either of the compensation plans mentioned in this Act."

And Section 3 (i) reads as follows:

"It is the intention of this Act that any employer engaged in hazardous occupations as defined herein shall, before being bound by either of the Compensation Plans herein provided, elect to be so bound thereby, and that the employe shall be presumed to have elected to be the subject to, and bound by, the provisions of the particular plan which may have been adopted by his employer, unless such employe shall affirmatively elect not to be bound by this Act."

In view of these expressions of the law, the conclusion is that the Compensation Law is distinctly an elective measure. Public corporations engaging in hazardous employments, do not by operation of law become bound by the provisions of plan No. 3, but insofar as being bound at all by the law, stand upon equal footing with other employers of labor, with the proviso that if a public corporation elects to become bound by the law, then plan No. 3 is exclusive and obligatory; while as to other than public corporations, anyone of the three plans may be adopted, with this qualification: If an employer of the latter class engages in the performance of contract work for a public corporation, other than as casual employment, it is incumbent upon such employer, if he elects to secure the protection afforded by the Compensation Law, to be bound by the provisions of plan No. 3 as to all hazardous work done in pursuance of such public contract. In such case, if the employer has elected previously some other than plan No. 3, he may be bound by both the plan he has adopted and plan No. 3, and contribute to the Industrial Accident Fund a sum equal to the percentage of his total annual pay roll, as provided by Section 40 (a), which pay roll contemplates, of course, only the employees engaged by the employer for work upon the public contract, and not the pay roll of employees of the employer engaged in non-public work.

Yours very truly,

J. B. POINDEXTER,

Attorney General.

## Common Law Defense—Whether Taken Away From Employer Engaged in Non-Hazardous Occupations.

Helena, Montana, June 30, 1915.

Hon. A. E. Spriggs,

Chairman, Industrial Accident Board,  
Helena, Montana.

Dear Sir:

Recently you requested an opinion of this office as to whether, if an employer of labor, not classified as hazardous by the Compensation Law, is sued for damages for injuries sustained by a workman, such employer is deprived of his common law defenses?

Section 3 (a) and (b) provides as follows:

(a) "In an action to recover damages for personal injuries sustained by an employe in the course of his employment, or for death resulting from personal injuries so sustained, it shall not be a defense; (1) That the employe was negligent unless such negligence was wilful; (2) That the injury was caused by the negligence of a fellow employe; (3) That the employe had assumed the risks inherent in, incident to, or arising out of his employment, or arising from the failure of the employer to provide and maintain a reasonably safe place to work, or reasonably safe tools, or appliances."

(b) "The provisions of Section 3 (a), shall not apply to actions to recover damages for personal injuries sustained by household or domestic servants, farm or other laborers, engaged in agricultural pursuits, or persons whose employment is of a casual nature."

The term "employe," as used in Section 3 (a), is limited in its meaning by the definition of the term found in Section 6 (i), a reference to which will disclose that the workman must be engaged in a hazardous pursuit, such as is specified in Section 4 (a), (b), (c), (e) and 5 of the Act. In view of the restricted meaning of the term "employe," as thus defined, I am of the opinion that the exceptions contained in Section 3 (b) are not exclusive, but that there is an implied exception of the employer of labor, not classified as hazardous.

This view is strengthened by a reference to Section 40 (a), Class 27, which reads as follows:

"Any employer and his employes engaged in non-hazardous work or employment, by their joint election, filed with and approved by the Board, may accept the provisions of Compensation Plan Number Three. In such event, such employer and employes shall be known as Class Twenty-Seven, the rate of assessment in which shall be ONE-HALF OF ONE PER CENTUM."

This section, it will be observed, permits the employer and his employes, engaged in non-hazardous pursuits, mutually to become bound by the provisions of Plan No. 3. It can readily be seen, that if the employer under this section, desires to become bound, and an employe refuses to become bound thereunder, and is subsequently injured, and brings action against his employer for damages, it can scarcely be contended the employer in such a case would be deprived of the defenses he was privileged to interpose prior to the enactment of the Compensation Law.

It is my opinion, therefore, that employers whose laborers are not engaged in hazardous work or employment, are not estopped to plead the so called common law defenses in an action brought for that purpose of recovering damages by workmen injured while engaged in non-hazardous pursuits.

Yours very truly,

J. B. POINDEXTER,

Attorney General.

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### Counties May Not Elect to Come Under Law.

Helena, Montana, June 30, 1915.

Hon. A. E. Spriggs,  
Chairman, Industrial Accident Board,  
Helena, Montana.

Dear Sir:

Pursuant to a discussion had by your honorable Board with representatives of the Board of County Commissioners of Silver Bow and Lewis and Clark Counties, relative to the classification of hazardous employments to be enumerated by the counties desiring to avail themselves of the provisions of Plan No. 3 of the Workmen's Compensation Law, you have requested an opinion of this office, as to whether a county may under any circumstances become bound by the provisions of said plan. Under the definition given the term "public corporation" by the law, counties are included therein. (See Sec. 6 (gg).) Section 3 (e) reads as follows:

"When a public corporation is the employer, or any contractor engaged in the performance of contract work for such public corporation, the terms, conditions and provisions of Compensation Plan Number Three shall be exclusive, compulsory, and obligatory upon both employer and employee. Any sums necessary to be paid under the provisions of this Act by any public corporation shall be considered to be ordinary and necessary expenses of such corporation, and the governing body of such public corporation shall make appropriation of and pay such sums into the accident or administration fund, as the case may be, at the times and in the manner provided for in this Act, notwithstanding that such governing body may have failed to anticipate such ordinary and necessary expense in any budget, estimate of expense, appropriation, ordinance, or otherwise."

In the recent case of Hersey vs. Neilson, 47 Mont. p. 132, the doctrine is announced that a county is but a subordinate subdivision of the State, created for governmental purposes, and for greater convenience, in carrying on the public affairs, a government agency, organized for the purpose of exercising some functions of the state government of a purely political character; constituting the machinery and essential agency by which free governments are upheld, and through which for the most part, their powers are exercised; they are subordinate agencies for the orderly government of the state within the scope

of their authority,—hence, are subject to the control and direction of the legislature, in which chiefly the sovereignty of the state is represented and exercised.

In the United States there is no common law obligation resting upon counties to respond in damages for tort. They may become liable to respond in damages only in pursuance of an express and unequivocal declaration by the legislature upon the subject. In this state no law has as yet been enacted imposing such liability upon counties. The spirit of the Compensation Law is to provide mutual protection for the employer and the employe. The employer seeks the benefit of the law for the purpose of escaping litigation, instituted against him for the purpose of collecting damages for injuries sustained by his workman; and the workman obtains the advantage of the law for the purpose of enabling him to collect from his employer certain stipends as compensation for damages he may have sustained, in lieu of an action for damages against his employer. In this state an employe of the county, if injured while engaged in pursuit of a hazardous undertaking, is without redress against the county, but limited in his claim for damages to an action against its officers (Smith vs. Zimmer, 48 Mont. 332; 45 Mont. 282), who may become personally liable for negligence. The officers of the county, however, are not to be deemed a "Public corporation" in the sense that the county fund may be paid into the Industrial Accident Fund for their protection.

You are, therefore, advised that the counties of this state have no authority to elect to be bound by the provisions of the Compensation Act for the protection of their employees.

Yours very truly,

J. B. POINDEXTER,

Attorney General.

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### County; Lewis and Clark, Application.

July 12, 1915.

Hon. A. E. Spriggs,  
Chairman, Industrial Accident Board,  
Helena, Montana..

Dear Sir:

In the matter of the application of Lewis and Clark County to become bound by the provisions of Compensation Plan No. 3, as evidenced by the correspondence received by your office on the 8th instant, and which discloses the employment by the county of persons engaged in the following hazardous occupations, viz: traction engineers, grader men, cement workers, bridge crews and rock blasting men, you are advised that in conformity with an opinion of this office, addressed to you under date of the 30th ultimo, holding that counties may not become bound by the provisions of the compensation law, you should return to the Board

of County Commissioners of Lewis and Clark County its application, with an endorsement thereon of its rejection by your honorable board.

Yours very truly,

J. B. POINDEXTER,

Attorney General.

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### Non-Hazardous Occupations.

July 12, 1915.

Hon. A. E. Spriggs,  
Chairman, Industrial Accident Board,  
Helena, Montana.

Dear Sir:

I am in receipt of your letter of recent date setting forth that you have received from various insurance companies, authorized to do business in this state, something over one hundred policies of employers under the Workmens Compensation Act, who are not engaged in hazardous occupations as defined by the law, such for instance, as livery stables and farm and livestock companies. You state the board is in doubt as to what should be done relative to accepting or rejecting such policies. Section 4 (a) of the Compensation Act provides:

"This Act is intended to apply to all inherently hazardous works and occupations within this State, and it is the intention to embrace all thereof in Section 4 (b), 4(c), 4(d), and 4 (e), and the works and occupations enumerated in said sections are hereby declared to be hazardous."

The works and occupations enumerated in the sections referred to in Section 4 (a) are hazardous as a matter of law, but the legislature has recognized that employers other than those specified are, or may become hazardous. Section 5 declares:

"If there be or arise any hazardous occupations or work other than hereinbefore enumerated, it shall become under this Act and its terms, conditions and provisions as fully and completely as if hereinbefore enumerated."

It will be observed further that in the definition of "employee," as given in Section 6 (j), any person is included who is engaged in the employment of an employer carrying on, or conducting any industry which may come within Section 5. The determination of the proposition as to what employments may or may not be embraced within the provisions of this section, rests in fact, and not in law. For instance, livery stables are not included in the specific enumeration of hazardous industries, and may be included, if at all, by virtue of the general language of Section 5. It is probable that in a given livery stable, certain employments may be just as hazardous as any specifically covered by the Act, while in another no employment will ever become hazardous, though the occupations in both instances be substantially similar. In the one, high-spirited, unbroken and unruly horses may be handled in such a manner as to render employment therein extremely hazardous; and in another only well broken and gentle horses

be kept in a manner that the handling thereof would never be attended with appreciable hazard. A question of fact, it can readily be seen, must be determined in each particular instance, and such determination would be effective only as to the particular case under investigation, and could scarcely operate to include other employments of the same general class.

When, therefore, an application is received by your honorable board from an employer of labor who seeks to be bound either by Plan No. 1 or Plan No. 2, and the works or occupations in which he employs labor are not such as are designated hazardous by law, you have the inherent power to determine whether the provisions of Section 5 are applicable to his particular case; and if not, to reject his application and make known to him that he may by mutual consent of himself and his employees become subject to the provisions of Plan No. 3, Class 27.

All policies of insurance received by your office which undertake to insure employers engaged in non-hazardous pursuits, save such as may be declared by your board to be hazardous and within Section 5 of the Act, should be rejected.

Yours very truly,  
J. B. POINDEXTER,  
Attorney General.

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Average Daily Wages—Seven Days Constitute Week When Worked—Days in Week—Compensation Starts When—Fire Brigade, Voluntary, Not Subject to Law—“Hoboes” Not Subject—When Worked on Street—Policemen—Not Subject—Who Are Public Officers—Merchandising Not Hazardous—Incidental Employment — Employees—Elevators in Stores—Glacier National Park—Contractor for Counties.

Helena, Montana, August 3, 1915.

Hon. A. E. Spriggs,  
Chairman, Industrial Accident Board,  
Helena, Montana.

Dear Sir:

Replying to your recent communication wherein you submit for my consideration a number of legal questions pertaining to the Workmen's Compensation Law, you are advised:

1. In computing the compensation to be allowed an injured workman, his average daily wages, exclusive of overtime, must be used as a basis, (Section 6 v), and where employment extends through seven days weekly, the employee is entitled to receive one-half his average net earnings within the maximum and minimum fixed by the law. This conclusion is manifest from the language of Section 6 (u), which specifically states that the term “week” means six working days, but includes “Sundays”.

2. The period of compensation begins after the expiration of the second calendar week, or on the 15th day following the injury. (Section 16 q.).

3. Members of a voluntary fire brigade are not subject to the provisions of the law, for the very obvious reason that the relationship of employer and employe does not exist between the members and the municipality; such persons, moreover, receive no wages, and in case of injury there would exist no means of determining the amount of compensation to be allowed.

4. "Hoboes" who are serving sentences at hard labor for the violation of municipal ordinances, and are forced to work on the city streets are not enumerated by the municipality as employes engaged in any of the hazardous pursuits mentioned by the statute, for the law is intended to compensate only free workmen for injuries sustained by them in the course of their lawful employments.

5. Policemen are public officers, and, while paid by the city for their services, are not to be regarded as employees thereof. (State ex rel Quintin vs. Edwards, 38 Mont. 250). They are not, therefore, subject to the provisions of the Compensation Act.

6. Merchants dealing in drygoods are not engaged in hazardous occupations as defined by Section 4 a, b, c, d, and e. They may become bound by the provisions of the Compensation Law only by adopting Plan No. 3, Class 27. In your statement of facts, you set forth that a certain drygoods merchant employs a number of persons who operate elevators in his store, and has several chauffeurs to operate his delivery trucks, and it is contended that the employer should be permitted to at least come under Plan No. 1, or 2 as to these employees. This contention is not tenable for at least two reasons. In the first place the employment of such persons is incidental to the principal business of the employer. Section 3 (f) is called to your attention, the language of which clearly indicates that the employer must be engaged in an industry specified as hazardous by the Act to enable him as a matter of right to elect to become bound by the provisions of the Act; and in the second place, there is no provision in the law enabling the employer to accept the compensation principle as to part of his employees, and reject it as to the remainder. In Bradbury's Workmen's Compensation Laws, 2nd Ed. Vol. 1, page 210, 211, the principle is announced that where the Act is elective, election must be made as to all employees or none. It follows, perforce, that where the principal business of the employer is not hazardous as a matter of law, the mere fact that a few of his employees may be engaged incidentally in hazardous pursuits, will not operate to enable him to elect to become bound by any other than Plan No. 3, Class 27. Where, however, the employer carries on two or more distinctive occupations, the one non-hazardous, and the other hazardous, such as general merchandising, and the operation of grain elevators, he would be permitted to elect to become bound by any of the three plans as to the latter.

In this connection you are referred to a former opinion calling attention to the powers of the Board to declare as hazardous occupa-

attention to the powers of the Board to declare as hazardous occupations of Section 5 of the Act.

7. You inquire whether the jurisdiction of your Board extends over Glacier National Park. The Compensation Law is not extra territorial in operation. By the provisions of Chapter 33, Laws of 1911, page 51, exclusive jurisdiction was ceded to the United States over and within all territory now or hereafter included in Glacier National Park. The state reserves only the right to serve civil and criminal process within the limits of the Park, in any suits or prosecutions for or on account of right acquired, obligations incurred, or crimes committed in the state outside of the Park, and saving further to the State the right to tax persons and corporations, their franchises and property on lands included in the Park. See also Volume 5, Opinions Attorney General, p. 164, where you will find a general discussion relative to the operation of state laws over Federal territory within this State.

8. You inquire whether under previous ruling of this office, that counties are excluded from the operation of the Act, a contractor engaged in the occupation of constructing bridges for counties, may elect to become bound by the provisions of Plan No. 1 of the Act. Section 3 (e) prohibits such a course; in that it requires contractors engaged in the performance of contract work for public corporations to become bound, if at all, by Plan No. 3.

Yours very truly,

J. B. POINDEXTER,

Attorney General.

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## Liabilities for Medical Attention Where Injury Does Not Result in Loss of Time.

ATTORNEY GENERAL'S DEPARTMENT.

Helena, Montana, October 15, 1915.

Hon. A. E. Spriggs,

Chairman, Industrial Accident Board,

Helena, Montana.

Dear Sir:

In a recent letter to this office you set forth that you are in receipt of a communication from an employer of labor, informing you that an employee

"burned his hand with hot asphalt one day but the foreman reports that he worked every day. Now comes a doctor with a bill for \$8 for dressing his hand four times. Shall we make a formal report on this accident, and shall we pay the doctor?"

It is my opinion that the Workmen's Compensation Law contemplates the caring for, nursing, furnishing of medical aid, assistance and treatment of an injured employee during the first two weeks following an accident, whenever the resulting injury is of such a nature as to reasonably require the same, and the question of loss of time does not enter into consideration during this period. You should, therefore, be guided in such matters by the following rule:

Whenever an accident occurs, and no loss of time results to the injured employee, and the nature of the resulting injury is such as to make it reasonably necessary to secure medical service, attention or medicines, or to give care, attention or treatment to the injured employee, the employer, insurer or Industrial Accident Fund, as the case may be, depending upon the plan adopted by the employer, is liable for the reasonable and necessary expenses incurred for such medical services, attention or medicines, not exceeding in any one case, the sum of \$50, and not extending over a period of more than two weeks immediately following the accident.

The foregoing rule to apply in all cases where there is no valid, subsisting hospital contract between the employer and his employees. Tested by the foregoing rule, under the facts stated, you have only to inquire whether in the case cited, it became reasonably necessary for the doctor to administer treatment to the injured employe, and whether his charge therefor is reasonable under the circumstances. These propositions being shown affirmatively to your satisfaction, you should order that the bill be paid.

Yours very truly,  
J. B. POINDEXTER,  
Attorney General.

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### What Employes Shall Be Inculded in Report of Public Corporations.

Helena, Montana, April 1, 1916

Hon. A. E. Spriggs,  
Chairman, Industrial Accident Board,  
Helena, Montana.

Dear Sir:

I am in receipt of your communication submitting the following questions:

"Who should be included in the pay-roll reports \* \* \* from public corporations, for the purpose of fixing the amount of premium or assessments due the Industrial Accident Fund \* \* \* as provided in the Workmen's Compensation Act?"

The Supreme Court of Montana has recently decided that public corporations (counties and cities) are within the meaning of Chapter 96, Laws of 1915, known as the "Workmen's Compensation Law."

Lewis & Clark co. v. Accident Board, 155 Pac. 268;  
City of Butte v. Accident Board, decided Feb. 24, 1916.

The court did not in either one of these decisions go beyond the point of deciding that the city and the county are subject to the provisions of the Act. Nor is there any intimation in the discussion as to who constitutes employees of either city or county within the meaning of the law.

Under the provisions of the Act, compensation plan No. 3 is the only one that applies to public corporations. Hence, the law must be examined with reference to Plan No. 3. The Act itself attempts to define

its own terms, and also to specify the employments to which it applies.

The term "pay-roll" as defined by Section 6 (ee), "means the average annual pay-roll of the employer for the preceding calendar year, etc." It is comparatively easy to ascertain who shall be included to make up this pay-roll where the employer is a private corporation, individual or association. But the wide difference which exists between public and private employment render the determination of the one but little aid to the determination of the other. The duties of employees as to private employments, are not defined by law, but are left exclusively to the employer, and the duty enjoined upon the employee may be varied at the will of the employer, and the employee may be changed from hazardous to non-hazardous employments at any time the employer so desires; hence, the doctrine "Non-segregation of pay-roll," as to private employers. In public employment, however, especially with reference to public officers and offices, the law specifically defines the duties, and no other may be enjoined; nor is anyone vested with authority to relieve the public officer from the discharge of the duties which the law enjoins upon him, for any attempt to add to or detract from the duties of a public official, would be in effect an attempt to amend the statute, which cannot be done, except by act of the legislature itself. Not only are the duties of the public officer defined by statute, but the duties, emoluments ,etc. of those whom he is permitted under the law to employ to assist him in the discharge of his public duties, are likewise defined, and there is not any duty enjoined upon an employee in a public office which the officer himself cannot properly discharge as a part of his official duties. Hence, the employee in such cases is in effect the officer himself acting.

Under the provisions of Section 4 (a) the Act appears to relate primarily to employments which are hazardous. This section reads as follows:

"This Act is intended to apply to all inherently hazardous works and occupations within this State, and it is the intention to embrace all thereof in Sections 4 (b), 4 (c), 4 (d) and 4 (e), and the works and occupations enumerated in said sections are hereby declared to be hazardous."

Nowhere in the enumeration which follows is there any statement made which includes a public officer, or those employed by him in the discharge of his official duties as such public officer. In Section 3 (g), it is provided that:

"Every employee in the industries, works, occupations or employments in this Act specified as 'hazardous' shall become subject to and be bound by the provisions"

of the Act. The words there used, to-wit: "Industries," "Works," "Occupations," "Employments," never have been construed as including public offices. Section 6 (j) of the Act defines "employees" as being synonymous with "workman,"

"and means every person in this state \* \* \* engaged in the employment of an employer, carrying on or conducting any of the industries classified in Section 4 (a)."

By the provisions of this section (6j), we are again referred to the industries classified in Section 4 b, c, d and e.

The industries, occupations, etc. included within compensation plan No. 3, are classified in Section 40 (a), and nowhere in that classification is there any statement which warrants the inclusion of public offices, or the discharge of official duty, among the hazardous employments, so as to bring them within the meaning of the term "pay-roll," as used in the Act. Section 5 of the Act contains the general clause to the effect that if any hazardous occupations have been omitted in the enumeration, they may be added, or if any new occupations shall arise which are hazardous, they may also be added, and the provision of Section 40 (c) confer authority upon the Board to make the classification necessary to carry out the purpose and intent of the provisions of said Section 5. The title of the Act indicates that its provisions relate to "workmen," as that term is defined in the Act itself. We have not been able to find any authority whatsoever which would justify us in applying either the term "workmen," "mechanic," "artificer," "laborer," or "craftsman," to a public officer, or to an employee in a public office, whose duties are defined by law as being the same duties enjoined upon the public officer. A long list of cases defining these terms, many of which hold that officers and those engaged by them in the discharge of their official duties, are not within the meaning of such terms, may be found collected in

40 Cyc, 2861, also 4 Words and Phrases, 2nd Series, 1343 et seq.

The Supreme Court of Kansas, in discussing a law of that state relating to hours of employment of workmen, mechanics, etc., reached the conclusion that the words "laborers, workmen, mechanics, or other persons," as used in the Act, do not embrace public officers, or employees in public offices.

State v. Martindale (Kan.), 47 Kan.; 27 Pac. 852.

But it must be kept in mind that the persons intended to be under the Act, are characterized by the kinds of work they do, rather than by the incidental fact of the amount or frequency of the payment of wages, and whether such wages are called salary, compensation or wages. As was said by the Supreme Court of Kansas:

"The statute cannot be evaded by calling compensation 'salary,' and making it payable at long intervals."

State v. Ottawa, 84 Kan. 100, 113 Pac. 391.

Hence if the work done by an employee as an electrician, street commissioner, fireman or otherwise is within the employment named and included in the act as "inherently hazardous," the city cannot evade the payment required by the Act merely by calling such employees public officers.

The Act itself being "a human life, health and welfare statute," should be given a beneficial and liberal interpretation and construction, but in its application to public corporations, we are dealing with public funds and public money raised by taxation, the greater part of which is collected from persons who are not under the Act, and we cannot, therefore enlarge its terms by bringing in persons who are not within the meaning of the Act, any more than we can abbreviate its terms by excluding those who are covered by the provisions of the law. Whether or not employment is hazardous is more a question of fact than of

law, and in doubtful cases, must be left to the judgment and discretion of the Board.

Policemen are public officers.

State ex rel Quintin v. Edwards, 38 Mont. 250, 99 Pac. 940;  
State ex rel Quintin v. Edwards, 40 Mont. 287, 106 Pac. 695, 20  
Ann. Cas. 239;

Bailey v. Examining & Trial Board, 45 Mont. 197, 122 Pac. 572.

But firemen are not public officers.

State ex rel Driffill v. Anaconda, 41 Mont. 577, 111 Pac. 345;  
Section 3327 R. C., as amended by Chap. 46, Laws of 1911.

We can only add here that in our opinion public officers and those employed by them in the discharge of their official duties, as assistants, clerks, deputies, stenographers, etc., are not within the meaning of the Act, but generally speaking all others employed either by the city or county in the discharge of any of the things enumerated in the law, are within the Act, and should be listed and accounted for as employees of the county or city.

Yours very truly,

J. B. POINDEXTER,

Attorney General.

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### Independent Contractors.

Helena, Mont., January 4, 1917.

Industrial Accident Board,  
Helena, Montana.

Gentlemen:

You have submitted to this office a letter dated December 16th, 1916, from Hilger Loan & Realty Company together with memorandum of agreement in which B. P. Melchert and C. E. Weir are mentioned as the parties of the first part and in which the names of the parties of the second part are left blank.

By the terms of this agreement the parties of the second part are to do and perform certain work, labor and services in excavating and preparing a certain roadway along certain lines designated by the engineer for the Three Forks Portland Cement Company, and the parties of the second part are to complete the work according to the specifications, classification and yardage designated by the engineer. It is further provided in this agreement that the parties of the second part are to furnish all necessary tools and equipment for doing and performing the work within a reasonable time and in a good and workmanlike manner, and that all expenses, including board and other incidental expenses, be paid for and borne by the parties of the second part, and when the work is fully done, completed and accepted by the engineer, the parties of the first part promise and agree to pay to the parties of the second part a certain amount per yard in accordance with estimates and yardage designated by the engineer.

It would appear that the parties of the first part mentioned in this agreement are independent contractors within the meaning of the Workmen's Compensation Law. Section 6 (kk) provides: "'An in-

'dependent contractor' is one who renders service in the course of an occupation, representing the will of his employer only as (to) the result of his work and not as to the means by which it is accomplished".

The court in Thompson v. Twiss, (Conn.) 97 Atl. at 330 says:

"When the doing of a specific piece of work is entrusted to one who exercises an independent employment and selects his own help and has the immediate control of them, and the right to control the method of conducting the work, the contractor is an independent contractor. Alexander v. Shermans Sons, 86 Conn. 293, 297, 85, Atl. 514; Norwalk Gaslite Co. v. Norwalk, 63 Conn. 495, 525, 28 Atl. 32.

"The decisive test is: Who has the right to direct what shall be done and when and how it shall be done? Who has the right to the general control? There are characteristics of a general contractor which are suggestive, but not controlling. He is ordinarily one who carries on an independent employment. His contract relates to a given piece of work and for a given price. He is responsible for the results of his work."

The Supreme Court of Wisconsin in the case of the Town of Polk v. Railroad Commission, 143 N. W. at 190 says:

"The definitions of the term 'Independent Contractor' found in the decisions are uniformly in harmony and may be summarized as 'one who, exercising an independent employment, contracts to do a piece of work according to his own methods and without being subject to control of his employer, except as to result of his work'. Powell v. Virginia Const. Co., 88 Tenn. 692, 13 S. W. 691, 17 Am. St. Rep. 925; Humpton v. Unterlicher, 97 Iowa, 509, 66 N. W. 776; 1 Thomp. Neg. Sec. 622; Cooley, Torts (3d Ed.) P. 1098. In Carlson v. Stocking, 91 Wis. 432, 65 N. W. 58, our own court defined an independent contractor as 'one who, \* \* \* undertakes to do specific jobs of work, without submitting himself to control as to the petty details, is an independent contractor.' \* \* \* The most significant indicium of an independent contractor, however, is his right to control the details of the work. 1 Thomp. Neg."

And to the same effect see the cases of City of Richmond v. Setterding. (Va) 99 Am. St. R. 879 and Anderson v. Foley Bros., 110 Minn. 151. See also extensive notes in 65 L. R. A. 445.

And our own Supreme Court in the case of Jensen v. Barbour, 15 Mont. 582, states as follows on pages 589-90:

"To draw the distinction between independent contractors and servants is often difficult; and the rules which courts have undertaken to lay down on this subject are not always simple of application. A rule as often quoted as any is stated in the syllabus of the case of Bibbs v. N. & W. R. R. Co., 87 Va. 711, after an able review of the authorities, as follows: 'Independent contractor is one who renders service in the course of an occupation and represents the will of his employer only as to the result of his work, and not as to the manner of its performance; that is to say, that Vaughn contracted to deliver to his employer the result of putting the car over the track once a day by his

"Referring again to the rule as laid down in Bibbs v. N. & W. R. R. Co., supra, the respondent argues that Vaughn represented the will of his employer only as to the result of his work, and not as to the manner of its performance; that is to say, that Vaughn contracted to deliver to his employer the result of putting the car over the track once a day by his

own methods. But so it might be argued that one's coachman contracts to produce the result of conveying his master from his house to his office, or wherever he may wish to go, or one's cook contracts to produce the result of placing before his master his daily food. But such is not the sense in which the word 'result' is used in the rule. We think that the word 'result' as used, means a production or product of some sort, and not a service. One may contract to produce a house, a ship, or a locomotive; and such a house, or ship, or locomotive produced is the 'result'. Such 'results' produced are often, and probably generally, by independent contractors. But we do not think that plowing a field, mowing a lawn, driving a carriage, or a horsecar, for one trip or for many trips a day, is a 'result' in the sense that the word is used in this rule. Such acts do not result in a product. They are simply a service."

This case is cited with approval in Poor et al v. Madison River Power Co. 38 Mont. at 361, and in State v. Hughes, 38 Mont. at 473.

In Allen v. Bear Creek Coal Co., 43 Mont. at 285, the Court held that if an employe has contracted to do a piece of work furnishing his own means and executing it according to his own ideas, in pursuance of a plan previously given him by his employer, without being subject to the order of the latter as to detail, he is an independent contractor.

In view of the foregoing it would appear that the parties of the second part in the blank memorandum of agreement submitted by you would be independent contractors within the contemplation of Section 6 (kk) of Chapter 96, Session Laws 1915.

The letter and copy of agreement are herewith returned for your files.

Respectfully,  
S. C. FORD,  
Attorney General.

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### "Arising Out of" and "In the Employment of" Employment."

Helena, Mont., March 3rd, 1917.

Industrial Accident Board,

Helena, Montana.

Gentlemen:

You have submitted to me the question of the right to compensation under the Workmen's Compensation Law of an employe who was injured while riding a motorcycle on the public highway on his way to work. The accident happened one mile from the mine at which the employe was working, and was caused by a passerby stepping in front of the injured employe and thus causing him to fall from the motorcycle.

The question presented is whether or not this is an "injury arising out of and in the course of his employment" within the meaning of Section 16 of the Workmen's Compensation Act, Chapter 96 of the 1915 Session Laws. To be entitled to compensation it must appear that it was (a) an accident, (b) arising out of and (c) in the course of his employment. Even though the injury arose out of and in the course of the employment, if it be not "an accident" within the meaning of the Act, there can be no recovery. Even if there be an accident which

occured "in the course of" the employment, if it did not "arise out of the employment", there can be no recovery; and even though there be an accident which arose "out of the employment", if it did not arise "in the course of the employment" there can be no recovery.

It was said by the Supreme Court of New Jersey, in the case of Bryant v. Fissell, 86 Atl. at 460;

"For an accident to arise out of and in the course of the employment, it must result from a risk reasonably incidental to the employment. As was said by Buckley, L. J., in Fitzgerald v. Clark & Son (1908) 2 K. B. 796, 77 L. J. K. B. 1018: 'The words "out of" point, I think, to the origin and cause of the accident; the words "in the course of," to the time, place, and circumstances under which the accident takes place. The former words are descriptive of the character or quality of the accident. The latter words relate to the circumstances under which an accident of that character or quality takes place. The character or quality of the accident as conveyed by the words "out of" involves, I think, the idea that the accident is in some sense due to the employment. It must be an accident resulting from a risk reasonably incident to the employment.' We conclude, therefore, that an accident arises 'in the course of the employment' if it occurs while the employe is doing what a man so employed may reasonably do within the time during which he is employed, and at a place where he may reasonably be during that time."

"It would be entirely too narrow a construction to limit the benefit of the statute to the time the workman is actually employed at his machine. He must have time to reach his machine and get away from his employer's premises. In fact, it is a necessary implication of the contract of employment that the workman shall come to his employment and shall leave with reasonable speed when the work is over. The preparation reasonably necessary for beginning work after the employer's premises are reached and for leaving when the work is over is a part of the employment. A workman is none the less in the course of empolment because he is engaged in changing his street clothes for his working clothes, or in changing his working clothes for his street clothes. In the présent case it was reasonably necessary that the petitioner comb her hair and remove the particles of wool before leaving the factory."

Terlecki v. Strauss, 89 Atl. 1024. N. J.

In a case where workmen were accustomed to be transported in a wagon furnished by their employer to and from their work, and such employees with the knowledge and consent of their employer could go back at the end of each day's work in this wagon to the employer's barn, if they wished to do so, this can be found to have been one of the incidents of their employment; and if one of these workmen is injured while thus going home in the wagon at the end of his day's work, his injury can be found to have been one "arising out of and in the course of his employment."

Donovan's Case, 217 Mass. 76, 104 N. E. 431, 4 N. C. C. A. 549.

But where a workman was killed by a train on his way home from work, it can be found that the injury did not arise "out of and in the course of his employment."

Fumiciello's Case, 219 Mass. 488, 107 N. E. 349.

The court saying on page 490: "The contract of employment did not provide for transportation or that the employee shall be paid for the time taken in going and returning to his place of employment, and when the day's work had ended the employee was free to do as he pleased. If he had chosen to use the public ways and had been injured by a defect or passing vehicle the administrator could not recover against the employer because there would be no casual connection between the conditions of employment and the injuries suffered. McNichols' Case. 215 Mass. 497, Holmes v. Mackey & Davis, (1899) 2 K. B. 319".

It was held in the case of Milwaukee v. Althoff, 156 Wis. 68, 145 N. W. 238, L. R. A. 1916 A at 329, that when a servant reported to his foreman and received his instructions for the day, and proceeded to carry out these instructions by starting for the place where he was to work, the relation of master and servant commenced, and that in walking to the place of work the servant was performing service growing out of and incidental to his employment.

The Supreme Court of West Va. in the case of DeConstantin v. Public Service Commission, 83 S. E. 88, L. R. A. 1916 A at page 331, in discussing the question of recovery of compensation for injuries received while going to and coming from work stated as follows:

"The employment is not limited to the exact moment of arrival at the place of actual work, nor to the moment of retirement therefrom. It includes a reasonable amount of time before and after actual work. Gane v. Norton Hill Colliery Co. (1909) 2 K. B. 539, 78 L. J. K. B. N. S. 921, 100 L. T. N. S. 979, 25 Times L. R. 640, 2 B. W. C. C. 42; McKee v. Great Northern R. Co. 42 Ir. Law, Times 132, 1 B. W. C. C. 165 Bradbury, Workmen's Compensation, pp. 404-407. A reasonable time after the termination of actual work is allowed. If a workman is injured on the premises of the employer, and while leaving his place of actual work by the usual course of travel, the injury is deemed to have arisen out of the employment. Kinney vs. Baltimore & O. Employes' Relief Asso. 35 W. Va. 385, 15 L. R. A. 142, 14 S. E. 8. Since injury after termination of actual work, while on the premises of the employer and in pursuit of the usual way of leaving the same, is held to be within the course of employment and to have arisen out of the same, it seems clear that an injury to a workman while coming to his place of work on the premises of the employer, and by the only way of access, or the one contemplated by the contract of employment, must also be regarded as having been incurred in the course of the employment and to have arisen out of the same. If, in such case, injury does not occur on the premises, but in close proximity to the place of work, and on a road or other way intended and contemplated by the contract as being the exclusive means of access to the place of work, the same principal would apply and govern. If the place at which the injury occurred is brought within the contract of employment by the requirement of its use by the employee, so that he has no discretion or choice as to his mode or manner of coming to work, such place and its use seem logically to become elements or factors in the employment, and the injury thus arises out of the employment and is incurred in the course thereof. But, on the contrary if the employee, at the time of the injury, has gone beyond the premises of the employer, or has not reached them, and has chosen his own place or mode of travel, the in-

jury does not arise out of his employment, nor is it within the scope thereof."

The Supreme Court of Michigan, in passing upon this same question, in the case of Hills v. Blair, 182 Mich. 20, 148 N. W. 243, 7 N. C. C. A. 409, uses the following language on pages 25, 26 and 27;

"Under the provisions of this act, only that employee is entitled to compensation who 'receives personal injuries arising out of and in the course of his employment.' It is to be borne in mind that the act does not provide insurance for the employed workman to compensate any other kind of accident or injury which may befall him. The language of the Michigan compensation law is adopted from the English and Scotch acts on the same subject, and, in harmony with their interpretations, has been construed by this court, in Rayner v. Furniture Co. 180 Mich. 168 (146 N. W. 665), as meaning that the words 'out of' refer to the origin, or cause of the accident, and the words 'in the course of' to the time, place, and circumstances under which it occurred \* \* \*."

"While occasional exceptions are noted, as in the case of most rules, it is laid down by the authorities as a general rule that accidents which befall an employee while going to or from his work are not to be regarded as in the course or arising out of his employment. Boyd on Workmen's Compensation, Sec. 486; 1 Bradbury on Workmen's Compensation (2nd Ed.) p. 404."

In applying the general rule that the period of going to and returning from work is not covered by the act, it is held that the employment is not limited by the exact time when the workman reaches the scene of his labor and begins it, nor when he ceases, but includes a reasonable time, space, and opportunity before and after while he is at or near his place of employment. One of the tests sometimes applied is whether the workman is still on the premises of his employer. This, while often a helpful consideration, is by no means conclusive. A workman might be on the premises of another than his employer, or in a public place, and yet be so close to the scene of his labor, within its zone, environments, and hazards, as to be in effect at the place and under the protection of the act, while, on the other hand, as in case of a railway stretching endless miles across the country, he might be on the premises of his employer and yet far removed from where his contract of labor called him. The protection of the law does not extend, except by special contract, beyond the locality, or vicinity of the place of labor."

In view of the foregoing, I am of the opinion that the injury received by the employee in the case submitted by you, was not one arising out of and in the course of his employment, and therefore the injured employee is not entitled to compensation under the terms of the Workmen's Compensation Act.

Respectfully,  
S. C. FORD,  
Attorney General.

**"Arising Out of" and "In the Course of" Employment.**

Helena, Montana, March 27, 1917.

Industrial Accident Board,  
Helena, Montana.

Gentlemen:

You have submitted to me your files in connection with an injury received by Walter Tilton, employe of the Royal Milling Co. of Great Falls. It appears that on the 6th day of January, 1917, the employe worked a full shift, beginning at 3 P. M., and ending at 11:30 P. M., and that he had agreed to work the shift of another employe, beginning at 11:30 P. M. and ending at 8 A. M. January 7th. It further appears that there was a strike at the plant of the Royal Milling Co., and that the head miller who had arranged with the employe to work this extra shift, stated that he would arrange for a meal to be brought out to the mill for Mr. Tilton. A little later the head miller instructed Mr. Tilton to go to town for the purpose of securing and bringing back to the mill his meal. That this employe left at about ten o'clock, came down town to secure the meal and returned by street car. It also appears that Mr. Tilton got off the street car at the point nearest the mill, and while approaching the premises of the Royal Milling Co., he was assaulted by some striker, knocked unconscious and severely beaten.

It appears that the Royal Milling Co. is subject to the provisions of Compensation Plan No. 2.

It is contended by the Insurance Company that the accident "did not arise out of" the employment, for the reason that the assault took place apparently off the property of the Royal Milling Co., and that a strike being in progress at the time of this assault, this man had not been employed by the Company to guard their property, but was employed in the mill.

The question which is presented is whether or not this was "an injury arising out of and in the course of his employment", within the meaning of Section 16 of the Workmen's Compensation Act.

"To warrant a recovery, it must appear that death was caused by (a) an accident, (b) arising out of, and (c) in the course of, his employment. Even though the injury arose out of and in the course of the employment, if it be not an 'accident' within the purview of the act, there can be no recovery. Even though there be an accident which occurred 'in the course of' the employment, if it did not arise 'out of the employment', there can be no recovery; and even though there be an accident which arose 'out of the employment', if it did not arise 'in the course of the employment', there can be no recovery. Fitzgerald v Clarke & Son (1908) 2 K. B. 796; Craske v. Wigan (1909) 2 K. B. 635."

Bryant v. Fissell, 84, N. J. Law 72, 86 Atl. at 459-60, 3 N. C. C. A. 585.

The question of whether or not an injury is an accident within the Act is a mixed one of law and fact. As was said in the N. J. case just cited, within the purview of the Act, an accident is an unlooked for mishap or untoward event, which is not expected or designated. The

distinction between the words "out of", and "in the course of" is expressed in this N. J. case as follows:

"For an accident to arise out of and in the course of the employment, it must result from a risk reasonably incidental to the employment. As was said by Buckley, L. J., in Fitzgerald v. Clarke & Son (1908) 2 K. B. 796, 77 L. J. K. B. 1018: '*The words 'out of' point, I think, to the origin and cause of the accident; the words 'in the course of', to the time, place and circumstances under which the accident takes place. The former words are descriptive of the character or quality of the accident. The latter words relate to the circumstances under which an accident of that character or quality takes place. The character or quality of the accident as conveyed by the words 'out of' involves, I think, the idea that the accident is in some sense due to the employment. It must be an accident resulting from a risk reasonably incident to the employment.*'"

I do not believe it can be seriously contended that the injury received by Mr. Tilton was not in the course of his employment, inasmuch as the assault took place during his regular hours of employment, and he was then acting under instructions from the head miller in going down town for his meal and in returning to the mill. It was said in the case of Heldmier v. Cobb (Ill.) 62 N. E. at 855-6:

"Because he ceased work for one hour to rest and eat his dinner, he did not cease to be in the employ of the defendant any more than one employed to work by the week or month, ceases to be in the employ of the employer during the time he takes his meals."

The only question then is whether or not this assault "arose out of" his employment.

In the case of Re McNichol, 215 Mass. 497, 102 N. E. 697, L. R. A. 1916A, 306, it was held that an injury to an employe while performing the duties assigned to him, by assault of a fellow servant who is permitted to continue his services while intoxicated, in which condition he is, to the knowledge of the employer, quarrelsome and dangerous, arises "out of and in the course of" the employment, within the meaning of the Workmen's Compensation Act. In this opinion, the Massachusetts Supreme Court says:

"It is sufficient to say that an injury is received 'in the course of' the employment when it comes, while the workman is doing the duty which he is employed to perform. It 'arises out of' the employment, when there is apparent to the rational mind upon consideration of all the circumstances, a causal connection between the conditions under which the work is required to be performed and the resulting injury. Under this test, if the injury can be seen to have followed as a natural incident of the work, and to have been contemplated by a reasonable person familiar with the whole situation as a result of the exposure occasioned by the nature of the employment, then it arises 'out of' the employment. But it excludes an injury which cannot fairly be traced to the employment as a contributing proximate cause, and which comes from a hazard to which the workmen would have been equally exposed apart from the employment. The causative danger must be peculiar to the work and not common to the neighborhood. It must be incidental to the character of the business, and not independent of the relation of master and servant. It need not have been foreseen or expected, but after the event it must appear

to have had its origin in a risk connected with the employment, and to have flowed from that source as a rational consequence."

It was held in the case of Western Indemnity Co. v. Pillsbury, (Cal.) 151 Pac. at 406:

"The circumstances that the injury was the result of a wilful or criminal assault by another, does not exclude the possibility that the injury was caused by accident \* \* \* \* It is clear that an injury caused by a third person may be accidental, so far as the injured person is concerned."

This case was cited and followed in Western Metal Supply Co. v. Pillsbury (Cal.) 156 Pac. 496, where it was said:

"It is argued that because the shot was the wilful act of a third person, the killing was not accidental. This contention cannot be sustained. In Western Indemnity Co. v. Pillsbury, supra, we upheld an award for injuries received by an employe through the wilful assault of a fellow workman. That decision establishes the proposition that an injury may be accidental, even though it be intentionally inflicted by a third person."

It makes no difference that the assault upon the employe in this case was made by men who were strikers, and who at that time were not in the employ of the Royal Milling Co. in Hulley v. Moosbiurger, 87 N. J. Law, 103, 93 Atl. 79, in which case an employe received injuries through the playful attack of another employe, the Court says:

"The principle to be extracted from the adjudicated cases in this state appear to be that, where the accident is the result of a risk reasonably incident to the employment, it is an accident arising out of the employment \* \* \* \* It is a matter of no consequence whether or not the workman, at the time he made the attack, was acting within the scope of his employment."

This case was cited and followed in Walter v. American Paper Company (N. J.) 98 Atl. 264.

In the English case of Nesbit v. Rayne, et al, 2 K. B. 689, 3 N. C. C. A. 268, it was held that the murder and robbery of a cashier while traveling in a railway carriage with a large sum of money for the payment of his employer's workmen, is an accident from the standpoint of the person murdered, and arising out of his employment.

In view of the foregoing, I am of the opinion that the assault upon Mr. Tilton was an injury arising out of and in the course of his employment. It was a risk reasonably incident to his employment. Mr. Tilton was assaulted, not because of any malice toward him personally, but because he was in the employ of the Royal Milling Co. at the time of a strike. This assault was not foreseen or expected, but it appears to have had its origin in a risk connected with his employment, and although the injury was intentionally inflicted by a third person, yet it was an accident as far as the injured employe was concerned, and I am, therefore, of the opinion that the Insurance Company should pay compensation under the Act.

Respectfully,  
S. C. FORD,  
Attorney General

**"Arising Out of" and "In the Course of" Employment.**

Helena, Montana, March 28, 1917.

Industrial Accident Board,

Helena, Montana.

Gentlemen:

You have submitted to me the files in connection with the claim of William Boyce, employe of the Mann Lumber Co., for compensation for an injury.

As nearly as I can ascertain from the files, it appears that Boyce on November 30th, was riding in the camp cook car belonging to the Mann Lumber Co., which was being transported from Haugan to Henderson over the Milwaukee Railroad; that Boyce had not been paid off and was going to Henderson to work in the logging camp there, of the Mann Lumber Co., that his pay ceased on the night of November 29th, when he finished work at the place he was engaged, and that his pay would begin again when he started work at the place to which he was being moved; that at the time of the accident, he was in the cook car sitting by the stove, and was under the influence of intoxicating liquor, and that he had been cautioned by the cook to look out for the hot water barrel; and that when this train took the siding at Henderson, the front trucks of the cook car left the tracks, overturning the hot water upon Boyce and scalding him. It is contended by the Insurance Company, the Mann Lumber Company being subject to the provisions of Compensation Plan No. 2, that the injury did not arise out of and in the course of his employment.

The question as to whether or not the accident happened in the course of his employment, is somewhat analagous to the question of whether or not the relationship of master and servant still existed within the meaning of the fellow servant rule of the common law. In the case of O'Brien v. Boston & Albany Railroad, 138 Mass. 387, the foreman of a gang of men employed by a railroad in track repairing, ordered them to quit work at fifteen minutes before the usual hour to take a train which was to carry them to a certain station, without payment of fare, according to a monthly custom, to receive their wages. One of the men, while running along the track to catch the train was struck and injured. It was held that he was in the service of the corporation at the time he was injured and was a fellow servant with others, whose act caused the injury.

In McGlirk v. Shattuck, 160 Mass., 45, a woman employed as a laundress, while being conveyed, either gratuitously or as a part of the contract of employment, from her house to that of her employer, in his wagon driven by his coachman, was injured by the negligence of the coachman. It was held that she was a fellow servant of the coachman and was to be regarded as in the service of her employer at the time of the accident. The Court used the following language:

" \* \* \* \* Whether the transportation of the plaintiff was entirely gratuitous, as it seems to have been, or whether it was in pursuance of such an understanding between the parties that it may be deemed to have been a part of the con-

tract, in either case it was incident to the services which the plaintiff was to perform, and closely connected with it."

The following quotation is from the case of Cicalese v. Lehigh Valley Railroad Co., 75 N. J. Law at 900-1:

"\* \* \* The relation of master and servant continues during the carriage of the servant to and from his work, when done by the master, or with his consent, where from the character of the service such transportation is beneficial both to the master and servant. In the case under review the servant was working at different points along the railroad of the defendant, and it was the custom of defendant to furnish a sufficient number of hand cars to take all of the men belonging to the gang to a destination convenient to their homes, and the furnishing of such cars by defendant, and their use by the plaintiff for such purpose, being a custom availed of by both parties, it became an element of the employment, accepted and acted on by the parties as a part thereof.

In Bowles v. Ind. Ry. Co., 27 Ind. App. 672, the plaintiff was a workman engaged in the construction of a trolley line, and was transported to and from his work in a wagon drawn by horses furnished by defendant. While plaintiff was being carried to his work the horses ran away, and he was injured. In holding that the relation of master and servant continued to exist during such conveyance, the court said; 'In view of the migratory character of the service, such transportation facilitated the prosecution of the work, and was beneficial to both employer and employe. It was by the conduct of the parties, if not by their express agreement, an ingredient and instrumentality of the employment. \* \* \* It was arranged between the employer and employe that the latter would thus go and come with his fellow-workmen, thereby expediting the work with greater convenience for all concerned.'

It has been held in two English cases, that a miner injured while riding from his home to the mine on a train provided by the employer, in accordance with the terms of the contract of employment, suffers injury from an accident, arising out of the employment.

In Donovan's Case, 217 Mass., 76, 104 N. E., 431, ANN. Cases, 1915 C. 778, 4 N. C. C. A. 549, it was held that if the workmen employed by one, whose business was cleaning out catch basins, were accustomed to be transported in a wagon furnished by their employer to and from the catch basins to be cleaned, and such employes with the knowledge and consent of their employer could go back at the end of each day's work in this wagon to the employer's barn, if they wished to do so, this can be found to have been one of the incidents of their employment; and, if one of these workmen is injured while thus going home in the wagon at the end of his day's work, his injury can be found to have been one "arising out of and in the course of his employment" within the meaning of the provisions of the workmen's compensation act.

In this case, the Massachusetts Court expressed the rule as follows, on pages 77 and 78:

"There have been several decisions in England as to when and how far an employee can be said to have been in the employ of his master, while travelling to and from his work in a vehicle or means of conveyance provided by the latter, and how far injuries received in such a conveyance can be said

to have arisen out of and in the course of the employment. Many of these decisions have been cited and discussed by Professor Bohlen in 25 Harvard Law Review, 401, et seq. From his discussion and the cases referred to by him, and from the later decisions of the English courts, the rule has been established, as we consider the accordance with sound reason, that the employer's liability in such cases depends upon whether the conveyance has been provided by him, after the real beginning of the employment, in compliance with one of the implied or express terms of the contract of employment, for the mere use of the employes, and is one which the employees are required, or as a matter of right are permitted, to use by virtue of that contract. \* \* \* \* The finding of the Industrial Accident Board that Donovan's transportation was 'incidental to his employment' fairly means, in the connection in which it was used, that it was one of the incidents of his employment, that it was an accessory, collateral or subsidiary part of his contract of employment, something added to the principal part of that contract as a minor, but none the less a real feature or detail of the contract. Whatever has been uniformly done in the execution of such a contract by both of the parties to it well may be regarded as having been adopted by them as one of its terms."

Honnold on Workmen's Compensation, Section 110, quotes in part from the general rule of the Massachusetts court, and then adds: "Pursuant to this rule, an employe is in the course of employment if he has a right to the transportation, but not if it is gratuitous or a mere accommodation."

In view of the fact that the injured employe in this case was being transported by the Lumber Company from one place of employment to another place of employment in cars belonging to the Company, although he may not have received pay for that day, yet the transportation was a part of his contract of service, and therefore, I am of the opinion that the injury was received "in the course of his employment".

Respectfully,  
S. C. FORD,  
Attorney General.

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### Waiting Period and Hospital Services.

Helena, Montana, April 7th, 1917.

Industrial Accident Board,

Helena, Montana.

Gentlemen:

You have submitted to me the following questions in connection with the interpretation of Sections 16 (f), 16 (g) and 16 (h) of the Workmen's Compensation Act:

#### I.

(a) "Who pays the cost of medical treatment when the employee suffers no loss of time, or earning power, account the accident, or injury?

(b) "Is the Act predicated upon loss of time and earning power as to medical aid, as well as compensation, or does the

injured employee receive free medical treatment regardless of whether he loses time or not account the accident?

(c) "Does the two weeks medical attendance date from the occurrence of the injury or from the date when medical attendance is found necessary?"

## II.

(a) "How shall the waiting period, of two weeks during which no compensation shall be paid, be determined?

(b) "Does it mean that disability, or incapacity resulting from accident is a necessary factor in making up the two weeks, or not?

(c) "Does the two weeks waiting period begin to run from the time of the occurrence of the accident or from the time the injured employee leaves work as a result of the injury? If it begins to date from incapacity does it include either consecutive or non-consecutive days up to the fourteen days limit?" The above mentioned Sections provide as follows:

"Section 16 (f) During the first two weeks after the happening of the injury, the employer or insurer, or the accident fund, as the case may be, shall furnish reasonable medical and hospital services and medicines as and when needed, in an amount not to exceed fifty dollars in value, except as otherwise in this Act provided, and when the employer is a party to a hospital contract, unless the employe shall refuse to allow them to be furnished.

"Section 16 (g) No compensation shall be allowed or paid during the first two weeks of any injury, except as may be required by the provisions of Section 16 (f)."

"Section 16 (h) Compensation for all classes of injuries shall run consecutively and not concurrently and as follows: First, the two weeks medical and hospital services and medicines as provided in Section 16 (f), unless the employe is a contributor to a hospital fund, as otherwise in this Act provided; after the first two weeks, compensation as provided in Section 16 (a), or 16 (b), or 16 (c)."

Section 16 a provides the compensation for an injury producing temporary total disability; Section 16 (b) provides compensation for an injury producing permanent total disability, and Section 16 (c) provides compensation for an injury producing partial disability and Section 16 (d) provides the compensation for an injury causing death. The Act does not provide any compensation for pain and suffering, or for an injury unaccompanied by loss of earnings. See Honnold on Workmen's Compensation, Section 177.

The contention is made that an employer cannot be called upon to furnish medical and hospital services and medicines as a part of the compensation and as provided in Section 16 (f) unless there has been an injury resulting in some loss of time or earning power, on the ground that the injury referred to in Section 16 (f) means an injury which causes either temporary total disability, permanent total disability, or partial total disability or death, for which compensation is provided in Section 16 (a), 16 (b), 16 (c) and 16 (d).

I am unable to agree with this view. I believe the statute should receive much more liberal construction. It was said in the case of the City of Milwaukee v. Miller, 154 Wis. 652; 144 N. W. 188; L. R. A. 1916 A 1, Ann. Cases, 1915 B, 847; 4 N. C. C. A. 149:

"A law, however much needed for the promotion of the public welfare, and however wisely framed, may be so unsatisfactory by the spirit of it not sufficiently pervading its administration, as to largely defeat its purpose and create danger of its abrogation and a return to the distressing situations which gave rise to the effort for relief. Any such result in the particular instance would be such a public calamity that everyone in authority having to do with determining the precise scope of the law, in letter and spirit, and applying it, should be alert, at all times, to the importance of not affording any reason to attempt such result, and of making the wisdom embodied in the legislation so significant that no considerate person will indulge the thought of even a partial backward step toward the old system, characterized by incalculable waste, to the detriment of every consumer of the products of human energy \* \* \* \*."

"The foregoing seems legitimate as indicating the atmosphere, so to speak, in which the questions here presented, especially those of statutory construction, should be examined. The conditions giving rise to a law, the faults to be remedied, the aspirations evidently intended to be efficiently embodied in the enactment, and the effects and consequences as regards responding to the prevailing conceptions of the necessities of public welfare, play an important part in shaping the proper administration of the legislation."

This case was cited in Honnold on Workmen's Compensation, Section 193 at page 688:

"The common legislative requirement that the employer bear the burden of reasonably necessary medical and surgical treatment of his injured employe was not intended as a charity to one, or as a penalty to the other, but as the recognition of the economic truth that such expense is a legitimate element in the cost of production, and should be placed upon the product as directly as practicable, using the employer as the first necessary step. The legislative idea is that an employer is so specially interested in his injured employe being restored as soon as practicable as to be most likely to provide proper medical and surgical treatment. \* \* \* \*"

It was said by our own Supreme Court in the case of Lewis and Clark County v. Industrial Accident Board, 52 Mont. at 10 and 11:

"The fundamental difference between the conception of liability and compensation is found in the presence in the one, and the absence from the other, of the element of actionable wrong. The common-law and liability statutes furnished an uncertain measure of relief to the limited number of workmen who could trace their injuries proximately to their master's negligence. Compensation laws proceed upon the theory that the injured workman is entitled to pecuniary relief from the distress caused by his injury, as a matter of right, unless his own willful act is the proximate cause, and that it is wholly immaterial whether the injury can be traced to the negligence of the master, the negligence of the injured employees or a fellow-servant, or whether it results from an act of God, the public enemy, an unavoidable accident, or a mere hazard of the business which may or may not be subject to more exact classification; that his compensation shall be certain, limited by the impairment of his earning capacity, proportioned to his wages, and not dependent upon the skill or eloquence of counsel or the whim or caprice of a jury; that as between workmen of the same class who suffer like injuries, each shall receive

the same compensation, and that, too, without the economic waste incident to protracted litigation and without reference to the fact that the injury to one may have been occasioned by the negligence of the master, and to the other by reason of his own fault."

In view of the foregoing it would appear to me that reasonable medical, hospital services and medicines were intended to be included as a part of the compensation to be furnished the injured employe, in accordance with Section 16 (f) and 16 (h) in cases where the injured employe suffers no loss of time or earning power. Section 16 (f) provides that the employer or insurer, or the accident fund, as the case may be, *shall* furnish reasonable medical and hospital services and medicines during the first two weeks after the happening of the injury. The furnishing of such medical attention to an injured employe is one of the main features of the Act. It was said by Ernest Freund, a representative of the American Association of Labor Legislation, at the hearings held before the Employer's Liability and Workmen's Compensation Commission, appointed by Congress:

"I believe that relief plans ought to be encouraged, because the administrative features of some of these relief plans are very admirable and not embodied in all of the laws. Some relief plans are more effectual than any State law I have seen. Nothing is more important in a compensation plan than the very initial point of seeing that immediate medical aid be given the injured employee and that a medical investigation should be made. There is nothing more important than that phase—first aid."

My answer to questions 1 (a) and 1 (b), then, would be that the employer or insurer, or accident fund, as the case may be, should furnish reasonable medical and hospital services and medicines in an amount not to exceed \$50.00, in case an employe is injured although he suffers no loss of time or earning power. In Hurle's case, 217 Mass. 223 at 226, the Court recognizes the distinction between an injury and the accident causing the injury. And in Johnson's case, 217 Mass. 388 at 391, the Court held that the Industrial Accident Board was warranted in finding that the injury was received when the employe became sick and unable to perform labor, and that until then he had received no personal injury. The words "after the happening of the injury" as used in Section 16 (f) means after the accident or injury has manifested itself, and the employe has thereby become incapacitated for work. It is noted that the word "injury" and not accident is used throughout the Act. And therefore, in answering the questions 1 (c), the furnishing of the medical attention should date from the time when it becomes necessary, and when the injury manifests itself, and likewise as to question 2 (a) as to the beginning of the two weeks period during which no compensation shall be paid.

If the injury was not of such a nature as to cause a total or partial disability for which the injured employe would be entitled to compensation under Section 16 (a), 16 (b) and 16 (c), then the two weeks free medical attention would constitute the entire remuneration. But if he suffers a total or partial disability, then he would be en-

titled to the two weeks free medical attention after the manifestation of the injury, and if the disability continues thereafter, he would receive compensation under the Act. What I have said above applies equally to the remaining questions submitted, and I am of the opinion that the waiting period would begin at the time the injury manifests itself and would continue for fourteen consecutive days thereafter.

Respectfully,

S. C. FORD,

Attorney General.

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### Defining Employer.

Helena, Mont., April 10, 1917.

Industrial Accident Board,  
Helena, Montana.

Gentlemen:

I have your letter of April 2nd enclosing correspondence in connection with the accidental death of Jackson C. Keller on March 23rd, 1917.

It appears that some time ago in order to bring about immediate repair of the Fifteenth Street bridge at Great Falls, an arrangement was made between the County of Cascade and the Anaconda Copper Mining Company, by which the Company loaned men in its employ at the Smelter and material which it had at the smelter to the county for the purpose of repairing this bridge. The men engaged in the bridge work were paid directly by the company and the county was to reimburse the company for whatever amount it paid for labor and the actual cost of the material used. The company made no profit out of the transaction, and while the work was going on the men were all under direct supervision and control of the county surveyor.

The question which you have submitted is whether or not the Anaconda Copper Mining Company should pay the compensation for the accidental death of this employe, or the Industrial Accident Fund.

The Supreme Court of Massachusetts, in the case of *Shepard v. Jacobs*, 204 Mass. 111-12, 90 N. E. 392, 26 L. R. A. (N. S.) 442, 134 Am. St. Rep. 648, in applying the law of master and servant used the following language:

"It is well settled that the general master of a servant may lend him, with his consent, to another person for service in the business of the other, and that, while he is engaged in the business of the other person and in all respects subject to his direction and control, he becomes the servant of the new master, and this master becomes liable for his negligence. In determining whether, in a particular act, he is the servant of his original master or of the person to whom he has been furnished, the general test is whether the act is done in business of which the person is in control as a proprietor, so that he can at any time stop it or continue it, and determine the way in which it shall be done, not merely in reference to the result to be reached, but in reference to the method of reaching the result.

Is this person the proprietor of the business in which the act is done? By this is meant not merely the general business which the act is intended to promote, but the particular business which calls for the act, in the smallest subdivision that can be made of the business in reference to control and proprietorship.

"In the application of these principals to the hiring of a carriage with horses and a driver, to be used for the conveyance of the hirer from place to place, it has been held almost universally that in the care and management of the horse and vehicle, the driver does not become the servant of the hirer, but remains subject to the control of his general employer, and that therefore the hirer is not liable for his negligence in driving."

This case was cited and followed in Hussey v. Franey, 205 Mass 413, 91 N. E. 391, 137 A St. Rep. 460, and in Corliss v. Keown, 207 Mass. 149, 93 N. E. 143. This case was also cited and quoted in Pigeon's case, 216 Mass. 53, 102 N. E. 932, Ann. Cas. 1915 A 737, in which it was held that if the driver of a dump cart, whose employer is a general teamster and furnishes teams for the use of the city in transporting street sweepings but retains control of the care of his horses, at least to the extent of seeing that they are watered, takes his cart and horse at the noon hour, saying that he will go home to dinner and on the way will water the horse, and, driving toward his home, which is in the direction of the nearest watering trough although at a considerable distance beyond it, is injured fatally by the running away of the horse before the watering trough is reached, the Industrial Accident Board was warranted in finding that the driver received the injury that caused his death while in the service of the general teamster.

The same conclusion was reached upon a very similar statement of facts in Rango v. Waddington, 87 N. J. Law, 395, 94 Atl. 408. In this case a contracting teamster made a contract with Vanderbilt to haul sand for him at a fixed price per day which included the services of a driver, horses and wagon. The employe was employed by and assigned to work by the contracting teamster each morning, and when assigned to Vanderbilt's work he did whatever Vanderbilt told him to do, and while so engaged the employe was injured. It was held that the contracting teamster was the employer within the meaning of the Workmen's Compensation Act for the reason that Vanderbilt had no direct dealings with the injured employe; that he had nothing to say on the question of how much wages should be paid to the employe, and that the only contract which he made was with the contracting teamster for the supplying of a team consisting of a wagon, horses and driver for which he paid as a team.

The following sections of our Workmen's Compensation Act are material in the determination of the question which you have submitted:

"Section 11 (a) Where any employer procures any work to be done, wholly or in part for him by a contractor other than an independent contractor, and the work so procured to be done is a part or process in the trade or business of such employer, then such employer shall be liable to pay all compensation under this Act to the same extent as if the work were

done without the intervention of such contractor. And the work so procured to be done shall not be construed to be 'casual employment'."

"Section 11 (c) Where any employer procures any work to be done, wholly or in part for him, by a contractor, where the work so procured to be done is casual employment as to such employer, then such contractor shall become an employer for the purposes of this Act."

"Section 6 (ii) 'Casual employment' means employment not in the usual course of trade, business, or occupation of the employer."

"Section 6 (kk) 'An independent contractor' is one who renders service in the course of an occupation, representing the will of his employer only as the result of his work and not as to the means by which it is accomplished."

There can be no question but that the County of Cascade is the employer within the meaning of section 6 (i) and that the Anaconda Copper Mining Company was not an independent contractor in this case within the meaning of Section 6 (kk), for the company was in no way responsible for the result of the work and exercised no control over the men while in the employ of the county. They simply loaned their men to the county and were reimbursed for whatever they paid their men as wages and for the actual cost of the material used by the county. Also the work of repairing the bridges was not casual employment as to the county within the meaning of Section 6 (ii) above.

That one pays a workman his wages, exercises supervision over his work, selects the workmen, and has power to dismiss him, though matters to consider, do not necessarily determine that he is the employer.

Honnold on Workmen's Compensation, Sec. 27.

It would appear to me that Section 11 (a) above is decisive of this case. The employe was the servant of the county within the meaning of the master and servant rule above quoted in the case of *Shepard v. Jacobs*, and that he was subject to the direction and orders of the county surveyor, and that therefore, the county was the employer. To hold otherwise would render Section 11 (a) of the Workmen's Compensation Act inoperative. The purpose of this Section of the Workmen's Compensation Act is to prevent an employer of labor from procuring his regular work to be done by an irresponsible contractor for the purpose of avoiding compensation under the Act, while such employer at the same time continued to exercise control over both the result of the work and the means by which it is accomplished.

The County of Cascade, being subject to the provisions of Plan No. 3 of the Workmen's Compensation Act, I am therefore of the opinion that the Industrial Accident Fund and not the Anaconda Copper Mining Company should pay the compensation for the accidental death of this employee.

Respectfully,  
S. C. FORD,  
Attorney General.

**Senate Bill No. 17 Relating to Quartz, Coal Mine, Boiler and Steamboat Inspectors.**

Helena, Montana, April 13th, 1917.

Industrial Accident Board,

Helena, Montana.

Gentlemen:

Senate Bill No. 17, passed by the last Legislative Assembly, Chapter 92 of the 1917 Session Laws is "AN ACT TO COMBINE THE OFFICES OF THE STATE INSPECTOR OF BOILERS, INSPECTOR OF STEAMBOATS, STATE INSPECTOR OF MINES AND STATE COAL MINE INSPECTOR, AND PLACING ALL OF SAID OFFICERS UNDER THE SUPERVISION OF THE INDUSTRIAL ACCIDENT BOARD: FIXING THE SALARIES THEREOF AND DEFINING THEIR DUTIES AND POWERS: AND AMENDING SECTION 55A AND SECTION 55B CHAPTER 96 LAWS OF THE FOURTEENTH LEGISLATIVE ASSEMBLY, BEING AN ACT KNOWN AS THE WORKMEN'S COMPENSATION ACT, AND REPEALING ALL ACTS IN CONFLICT HEREWITH."

Section 1 of the Act combined and placed under the general supervision of the Industrial Accident Board the office of Inspector of Boilers, the office of Inspector of Steamboats, the office of Inspector of Mines and the office of State Coal Mine Inspector. Section 2 of the Act provides that the Board shall appoint not to exceed four Inspectors of Boilers, one Coal Mine Inspector, two Inspectors of Quartz Mines, and one Inspector of Steamboats, whose term of office shall be at the pleasure of the Board, and by Section 3 all such officers shall receive such annual salary as may be fixed by the Board with the approval of the Governor. By Section 4 the Board has power, and it is its duty, to provide rules and regulations under which the Inspectors of Boilers Inspectors of Mines and Coal Mine Inspector shall perform their duties, and the Board may require them to make annual inspections, reports and collections required by the safety provisions of the Workmen's Compensation Act. Section 5 provides that all fees collected by Inspectors of Boilers, Inspectors of Mines and Coal Mine Inspector shall remain the same as they now are and be paid into the State Treasury to the credit of the Industrial Administration Fund. By Section 6 Sections 55 (a) and 55 (b) of the Workmen's Compensation Act are amended so as to read as follows:

"Section 55. That all laws that now prescribe the qualifications, powers, and duties of the Inspectors of Boilers, Inspectors of Steamboats, Inspectors of Mines and Coal Mine Inspector not inconsistent with the provisions of this Act are hereby continued in full force and effect, and all other acts and parts of acts contrary to the provisions of this Act are hereby repealed."

You have submitted to me the following questions:

1. What is the present status of the law as to the Inspectors of Boilers, Inspector of Coal Mines, Inspector of Quartz Mines and Inspector of Steamboats?

2. What course shall the Board pursue in the matter of handling money received for the inspection of boilers and the issuance of licenses to engineers?

3. What surety bonds shall the Board require of these several officers under the present status of the law?

4. Do Inspectors of Boilers appointed by the Board have authority to administer an oath to applicants for an engineer's license?

Before the passage of the above mentioned Act the provisions of the law in relation to the inspection of boilers were contained in Sections 1639 to 1659, inclusive, of the Revised Codes of 1907, as amended by Chapter 30 of the 1913 Session Laws. The provisions of the law in relation to Inspector of Coal Mines were contained in Chapter 120 of the 1911 Session Laws. The provisions relating to Inspectors of Quartz Mines were contained in Sections 1711 to 1726, inclusive, of the Revised Codes of 1907, as amended by Chapter 71 of the 1909 Session Laws, and Chapter 65 of the 1911 Session Laws. And the provisions of the law relative to the Inspector of Steamboats are contained in Chapter 63 of the 1913 Session Laws.

Section 25 of Article V of the Constitution provides as follows:

"No law shall be revised or amended, or the provisions thereof extended by reference to its title only, but so much thereof as is revised, amended or extended shall be re-enacted and published at length."

Our own Supreme Court in construing this Constitutional provision has said in King v. Elling 24 Mont. at 478-9:

"Suffice it to say that the constitutional inhibition against revision or amendment of the law by reference to its title only has no application to amendments by implication. \* \* \*

"The object sought to be attained by the prohibition of the Constitution against amendments by reference to the title only of the Act to be amended was to remedy a well-known evil. Many statutes were amended by merely striking out or adding words or phases, the amendatory statute giving no intimation of the language of the statute so amended. To obviate the confusion and uncertainty consequent upon that mode of amendment, Section 25 of Article V of the Constitution requires that the statute as amended shall be re-enacted and published at length, neither the letter nor the spirit of which is applicable to the act of 1893. \* \* \*"

"The clause was not intended to abolish the doctrine of amendment or repeal by implication, or to forbid the enactment of supplemental laws; and thus a statute which, while it may relate to other statutes or matters contained therein, does not in fact amend them if not within the constitutional prohibition, and simply because a statute, which adds to or is properly described as a supplement to another act, by construction is incidentally amendatory thereof, if it does not violate the clause of the constitution, particularly where each act is complete as to its purpose. \* \* \* 35 Cyc. 1063-4.

The following general rules of statutory construction were laid down by our Supreme Court in Lane v. Commissioners of Missoula County, 6 Mont. on pages 475, 476, and 477:

"It is a primary rule of construction that all statutes should be so construed as to carry into effect the true intent of the legislature. \* \* \*

"We believe this rule of following the intention of the legislature applies as well to the construction of several statutes, considered together, as it does to the interpretation of a single statute, considered alone. *Thorpe v Schooling*, 7 Nev. 17. The object in either case is to ascertain what is the law; and, if there are several statutes on the same subject contradictory in their provisions, it must be the purpose of the court to find out which the legislature intended should prevail.

"Then, the purpose of this investigation should be to ascertain, if possible, what was the intention of the legislature of Montana on the subject covered by this legislation; or, in other words, in what way and how much was it intended should be paid to sheriffs for the board of prisoners confined under their charge. But, from the experience of courts in this as in almost every other matter falling within their consideration, certain rules have been deduced which it is best and safest for subsequent courts to follow. Indeed, it has been wisely said by a learned court that 'we can only ascertain the legal intent of the legislature by the language which they have used, applied and expounded conformably to the settled and well-known rules of construction.' *Com. v. Kimball*, 21 Pick. 376, 377. One of these rules applicable to the case in hand is that repeals by implication are not favored. \* \* \*

"Another equally well-established and equally applicable rule is that, when several acts can be harmonized by a fair and liberal construction, it must be done. *McCool v. Smith*, 1 Black, 470, 471; *People v. Barr*, 44 Ill. 201; *Casey v. Harned*, 5 Iowa, 10; *Potter's Dwar. St.* 155 et seq., note 5. On the other hand it has been repeatedly decided that, if two statutes are repugnant in any of their provisions, the latter act, without any repealing clause, operates, to the extent of repugnancy, as a repeal of the first. *U. S. v. Tynen*, 11 Wall. 92; *Henderson's Tobacco*, id. 657. And, as a controllary to the foregoing, it has been well said that 'the simple re-enactment of an existing law does not necessarily repeal it.' *Cordell v. State*, 22 Ind. 1; *Kesler v. Smith*, 66 N. C. 156; *Cramer v. Milwaukee*, 18 Wis. 274.

"Again, in arriving at the intent of the legislature, it frequently happens that two intentions seem apparently in conflict, and then it is a well-settled rule that, 'a general intent appearing, it must control the particular intent.' *Cooley, Const. Lim.* 71, note 4. And a still further rule, to be always observed, is that 'every legislative act must have a reasonable construction.' *American Rules, Potter's Dwar. St.* 154."

It was said in *State ex rel Wynne v. Quinn*, 40 Mont. on page 479:

"Repeals by implication are not favored. Where two Acts of the legislature deal with the same subject, effect must be given to both, if possible. But if their provisions are so repugnant as to be irreconcilable, or if the latter Act is inconsistent in its provisions with the first, and plainly shows upon its face that it was the intention of the legislature in enacting it that it should be the only law on the subject, the prior statute is to be treated as repealed by it." \* \* \*

Mr. Justice Holloway, in the case of *State ex rel Metcalf v. Wileman*, 49 Mont. at 437, used the following language:

"So, if any repeal was effected, it was only by implication, and such a repeal is never favored by the courts. (*State ex rel. Hay v. Hindson*, 40 Mont. 353, 106 Pac. 362.) The following general rules of law are of universal application: 'Where two legislative Acts are repugnant to, or in conflict with, each

other, the one last passed, being the latest expression of the legislative will, must govern, although it contains no repealing clause. But it is not sufficient to establish such repeal that the subsequent law covers some or even all, of the cases provided for by the prior statute, since it may be merely affirmative, or cumulative, or auxiliary. Between the two Acts there must be plain, unavoidable and irreconcilable repugnancy, and even then the old law is repealed by implication only *pro tanto*, to the extent of the repugnancy. If both Acts can, by any reasonable construction, be construed together, both will be sustained. Two statutes are not repugnant to each other unless they relate to the same subject. Furthermore, it is necessary to the implication of a repeal that the objects of the two statutes be the same. If they are not, both statutes will stand, although they may refer to the same subject." 36 Cyc. 1073.

Applying the foregoing rules of construction of the Act in question, it would appear to me that the Act is not in conflict with the above Constitutional provision, but that it repeals by implication certain sections of the Act relating to the Coal Mine Inspector, Inspectors of Quartz Mines and Inspectors of Boilers.

Thus Section 1711 of the Revised Codes of 1907, as amended by Chapter 71 of the Session Laws of 1909, which provides that the Governor must appoint an Inspector of Mines for a term of four years, and fixing his salary at \$2500.00 per annum, is repealed by implication, and also Section 1712, as amended by Chapter 71 of the 1909 Session Laws, and Chapter 65 of the 1911 Session Laws, providing for the appointment of a Deputy Inspector of Mines by the Governor for a term of four years, placing him under the supervision of the Inspector of Mines, and fixing his salary at \$2400.00 per annum, is repealed. And by the recent enactment the Industrial Accident Board shall appoint two Inspectors of Quartz Mines whose term of office shall be at the pleasure of the Board, and whose salaries shall be fixed by the Board with the approval of the Governor. The qualifications for the office would still be the same, as well as the duties of such Inspectors under the provisions of the Act relating to safety apparatus to be used in mines. Section 1718, however, would be repealed by implication, relating to official bonds, and the Board in its order appointing the two Quartz Mine Inspectors may fix the amount of the bond.

Section 2 of Chapter 120 of the 1911 Session Laws, providing for the appointment of a Coal Mine Inspector for a term of four years would be repealed, and also Section 4 fixing his salary and official bond as well as Section 9 providing for the appointment by the Governor to fill a vacancy, and also Sections 14 and 19, and by the recent enactment the Coal Mine Inspector is appointed by the Industrial Accident Board, whose salary would be fixed by the Board with the approval of the Governor, and whose term of office shall be at the pleasure of the Board. Sections 23 and 25 would likewise be repealed as well as the last sentence of Section 24.

The following Sections of the Revised Code relating to Boiler Inspectors, as amended by Chapter 30 of the 1913 Session Laws, would also be repealed by implication: Section 1639, providing for the appointment by the Governor of an Inspector of Boilers at a salary of

\$2500.00 per year for a term of four years and fixing his official bond; Section 1641, providing for the appointment of three Assistant Inspectors of Boilers, and fixing the amount of their official bond, and also the provisions relating to the appointment of a clerk by the State Boiler Inspector, fixing his salary, method of payment, and official bond. And under the recent enactment the Industrial Accident Board shall appoint Inspectors of Boilers, not to exceed four in number, whose terms of office shall be at the pleasure of the Board, and who shall receive such annual salary as shall be fixed by the Board with the approval of the Governor. The qualifications of the Boiler Inspectors shall remain the same as fixed by Section 1640 as amended. Also the several references in Section 1645, 1646, 1648, 1651, 1652, 1655, 1656, and 8444, of the Revised Codes of 1907, as amended by said Chapter 30 of the 1913 Session Laws, to the Assistant Inspectors of Boilers, would be repealed by implication, as at the present time there is no distinction between the several Boiler Inspectors. They are all appointed by the Board and responsible to the Board.

Chapter 63 of the 1913 Session Laws provides for the inspection of steamboats, and for the appointment of an Inspector of Steam Vessels, defining his powers and duties, providing for his compensation and providing rules of navigation. Section 1 of this Act provides for the appointment of an Inspector of Steam Vessels by the Board of Railroad Commissioners. Section 2 provides that the Inspector shall inspect every steamboat annually or as often as the Board of Railroad Commissioners may order. By Section 4 the Inspector shall report all his findings to the Board of Railroad Commissioners. Section 5 provides for the revocation of a license by the Board of Railroad Commissioners. By Section 6 the Board of Railroad Commissioners shall require necessary provisions to be made to guard against loss or damage by fire. The fire pump provided for by Section 10 must be approved by the Board of Railroad Commissioners. By Section 11 every steamboat shall carry life boats as ordered by the Board of Railroad Commissioners. By Section 12 life preservers shall be kept in places designated by the Board of Railroad Commissioners. Section 15 provides for the notification of the Board of Railroad Commissioners in certain cases. Section 16 provides for the inspection fee which must be paid to the Board of Railroad Commissioners. By Section 18 the Inspector shall receive for his services, under the supervision of the Board of Railroad Commissioners, a certain salary. By Section 19 it is made the duty of the Board of Railroad Commissioners to enforce the provisions of the Act, and make all necessary rules, and provide for the safety of passengers and freight, and by Section 21 the Railroad Commissioners may revoke a license. An examination of the recent enactment, Senate Bill No. 17, will disclose that no provision is made for the payment of inspection fees or what shall be done with the fees provided for by Section 16 of Chapter 63 of the 1913 Session Laws. Also the appropriation by the last session of the legislature to cover the salary of the Steamboat Inspector is placed in the general appropriation bill in the office of the Railroad Commissioners.

As has been stated above, repeals by implication are not favored, but there are thirteen different Sections of the Act of 1913 which would be impliedly repealed if the office of Inspector of Steamboats should be placed under the general supervision of the Industrial Accident Board. It will be noted that Section 4 of Senate Bill No. 17 provides that the Board shall have power, and it shall be its duty, to provide rules and regulations under which the Boiler Inspectors, Quartz Mine Inspectors and Coal Mine Inspectors shall perform their duties, but it does not mention the Inspector of Steamboats in this Section.

Our Supreme Court in State ex rel Holliday v. O'Leary, 43 Mont. on pages 164-5, used the following language:

"The general rule of law applicable to an Act of this character is aptly stated by this court in Hilburn v. St. Paul, M. M. Ry. Co. 23 Mont. 229, 58 Pac. 551, as follows: 'So, if an Act of the Legislature is so vague and uncertain in its terms as to convey no meaning, or if the means of carrying out its provisions are not adequate or effective, or if it is so conflicting and inconsistent in its provisions that it cannot be executed, it is incumbent upon the courts to declare it void and inoperative.' The application of that rule is conclusive against the validity of this Act."

To give Senate Bill No. 17 full effect in relation to the office of Inspector of Steamboats would require the repeal by implication of so many provisions of the Act of 1913 relating to steamboat inspection as to render it practically inoperative, and that, under the Constitutional provision above quoted, Senate Bill No. 17 cannot operate as an amendment. I am, therefore, of the opinion that, so far as the office of Inspector of Steamboats is concerned, Senate Bill No. 17 is inoperative and void.

2. In answer to the second question submitted by you, the fees provided for in Section 33, 34, and 35 of Chapter 120 of the 1911 Session Laws, relating to coal mine inspection and the fees provided for in Sections 1643 and 1652 of the Revised Codes of 1907, as amended by Chapter 30 of the 1913 Session Laws, relating to the inspection of boilers, would be paid into the State Treasury to the credit of the Industrial Administration Fund, as provided for in Section 5 of Senate Bill No. 17.

3. The question in relation to surety bonds has already been answered in what I have said above, and the amount of the bonds of these different officers would rest in the discretion of the Industrial Accident Board.

4. Section 8049 of the Revised Codes of 1907, provides that every court, every judge and clerk of any court, every justice and every notary public, and every officer or person authorized to take testimony in any action or proceeding, has power to administer oaths. In the absence of some special authority in the Act creating the office of Inspector of Boilers, such officer would have no authority to administer an oath to an applicant for an engineer's license.

Respectfully,

S. C. FORD,

Attorney General.

**Arising "Out of" and "In the Course of" the Employment.**

Helena, Montana, May 7th, 1917.

Industrial Accident Board,

Helena, Montana.

Gentlemen:

You have submitted to me your files in connection with the accidental death of Joseph Kawa, an employe of the Imperial Elevator Company at Hinsdale, Montana. It appears that this employe, on January 28th, 1917, had been employed to unload a car of coal belonging to the Imperial Elevator Company. He was to receive as his wages 30c per hour and was expected to work nine hours, but was not expected to work during the hour following 12 o'clock noon, and for that hour he was to receive no pay. For some time this employe had been living alone and preparing his own meals in a house situated on the right of way of the Great Northern Railway. The plat shows that the elevator is situated on the south side of the railway tracks and that the house where the employe lived was on the north side of the tracks. On January 28th, the Great Northern east bound mail train No. 28 arrived at 12:06 P. M. It appeared that the deceased worked until noon and then left his work and started to cross the railroad tracks in the direction of the house where he lived and that he was struck by this mail train and killed as he was about to cross the main track on his way home.

The question presented is whether or not this is an "injury arising out of and in the course of his employment" within the meaning of Section 16 of the Workmen's Compensation Act, Chapter 96 of the 1915 Session Laws. To be entitled to compensation it must appear that it was (a) an accident, (b) arising out of and (c) in the course of his employment. Even though the injury arose out of and in the course of the employment, if it be not "an accident" within the meaning of the Act, there can be no recovery. Even if there be an accident which occurred "in the course of" the employment, if it did not "arise out of the employment", there can be no recovery; and even though there be an accident which arose "out of the employment", and if it did not arise "in the course of the employment", there can be no recovery.

Bryant v. Fissell, (N. J.) 86 Atl. at 460.

It is contended by the Insurance Company that the employe was "killed on his own time", or, in other words, that the accident did not happen in the course of his employment. The general rule is well stated in De Constantin v. Public Service Commission, 75 W. Va. 32, 83 S. E. 88, L. R. A. 1916 A on page 331, as follows:

"The employment is not limited to the exact moment of arrival at the actual place of work, nor to the moment of retirement therefrom. It includes a reasonable amount of time before and after actual work. \* \* \* \* A reasonable time after the termination of actual work is allowed. If a workman is injured on the premises of the employer, and while leaving his place of actual work by the usual course of travel, the injury is deemed to have arisen out of the employment. \* \* \*

"Since injury after termination of actual work, while on the premises of the employer and in pursuit of the usual way of leaving the same, is held to be within the course of employment and to have arisen out of the same, it seems clear that an injury to a workman while coming to his place of work on the premises of the employer, and by the only way of access, or the one contemplated by the contract of employment, must also be regarded as having been incurred in the course of the employment and to have arisen out of the same. If, in such case, injury does not occur on the premises, but in close proximity to the place of work, and on a road or other way intended and contemplated by the contract as being the exclusive means of access to the place of work, the same principle would apply and govern. If the place at which the injury occurred is brought within the contract of the employment by the requirement of its use by the employe, so that he has no discretion or choice as to his mode or manner of coming to work, such place and its use seem logically to become elements or factors in the employment, and the injury thus arises out of the employment and is incurred in the course thereof. But, on the contrary, if the employe, at the time of the injury, has gone beyond the premises of the employer, or has not reached them, and has chosen his own place or mode of travel, the injury does not arise out of his employment, nor is it within the scope thereof."

In *Hills v. Blair*, 182 Mich. at 27, 148 N. W. 243, the court said:

"In applying the general rule that the period of going to and returning from work is not governed by the act, it is held that the employment is not limited by the exact time when the workman reaches the scene of his labor and begins it, nor when he ceases, but includes a reasonable time, space, and opportunity before and after, while he is at or near his place of employment. One of the tests sometimes applied is whether the workman is still on the premises of his employer. This, while often a helpful consideration, is by no means conclusive. A workman might be on the premises of another than his employer, or in a public place, and yet be so close to the scene of his labor, within its zone, environments, and hazards, as to be in effect at the place and under the protection of the act, while, on the other hand, as in case of a railway stretching endless miles across the country, he might be on the premises of his employer and yet far removed from where his contract of labor called him. The protection of the law does not extend, except by special contract, beyond the locality, or vicinity, of the place of labor."

This case is cited in the foot note, and the language above quoted is adopted as the text in Honnold on Workmen's Compensation, Section 109. The following language is found in Section 108 of the same work on page 366: "It is a question of fact up to what point of time the employment can be said to continue after the workman has ceased working. As already said, while he is leaving the place where he is employed, his employment would still continue. But, though his employment may continue for an interval after he has actually ceased working, yet there must come a time when he can no longer be said to be engaged in his employment in such a way that an accident happening to him can be said to have arisen out of and in the course of his employment." And on page 363 and 364 of the same section:

"The employment covers not only the time during which the workman is engaged in his ordinary labor, but also a later

time during which he is passing from the surroundings of his employment into surroundings unrelated thereto."

The author cites in the foot note the case of *Hills v. Pere Marquette R. R.*, Op. Mich. Indus. Acc. Bd., Bul. No. 3, p. 32, in which it appears that applicant's decedent, an employe of respondent, was struck and killed by one of respondent's trains while on his way home to dinner. There were two ways of leaving the freight yard, one by way of a public highway, known as Mill Street, and the other through respondent's yard. The highway was not in good condition for travel, so it was the custom of the men, which was tacitly acquiesced in by respondent, to leave by way of the yard, and decedent, leaving by that way was killed. Respondent contends that, inasmuch as decedent had quit work for the forenoon, the relations of master and servant did not exist at the time of the occurrence of the accident, and further that decedent should have left by way of Mill Street. The Commission held that an employe is still his master's servant while leaving his place of employment, or doing such acts as are incident to or connected with such leaving.

It was said by the Supreme Court of Massachusetts in *Boyle v. Columbia Fire Proofing Company*, 64 N. E. 726, 182 Mass. 93 on page 102:

"Going from the particular part of a building where he has been set to work, to eat dinner, is an incident of a workman's employment who is engaged by the day in erecting the building in question, at least so long as he has not finished passing over or through the building to get his dinner."

*in re Sundine* 218 Mass. 1, 105 N. E. 433, L. R. A. 1916 A 318, the court held that an injury to one employed by the week, upon stairs which are not under the employer's control, but afforded the only means of going to and from the workroom, while leaving the premises for the purpose of procuring luncheon, arises out of and in the course of his employment, within the meaning of the workmen's compensation act.

In the opinion we find the following language:

"The first contention, that she was not in the employ of Olson while she was going to lunch, cannot be sustained. Her employment was by the week. It would be too narrow a construction of the contract to say that it was suspended when she went out for this merely temporary purpose, and was revived only upon her return to the workroom. It was an incident of her employment to go out for this purpose. *Boyle v. Columbian Fire Proofing Company*, 182 Mass. 93, 102, 64 N. E. 726. The decisions upon similar questions under the English act are to the same effect. *Bloevlt v. Sawyer* (1904) 1 K. B. 271, which went on the ground that the dinner hour, though not paid for, was yet included in the time of employment. *Moore v. Manchester Liners*, 3 B. W. C. C. 527, where the House of Lords reversed the decision of the court of appeal, reported in (1909) 1 K. B. 417, and held, following the dissenting opinion of Moulton, L. J. that a temporary absence by permission, through apparently of longer duration than would have been likely in the case before us, did not suspend the employment, and that an injury occurring during such a temporary absence arose 'out of and in the course of' the employment.

"A watchman employed by the Isthmian Canal Commission, while returning from work was injured after alighting from a labor train and while walking on the adjoining track, which was the only way of reaching the highway leading to his home. It was held that the injury was received in the course of his employment and he was entitled to compensation. Re Joseph Forde, Op. Sol. Dep. C & L p. 244."

See Bradbury's Workmen's Compensation, page 411.

See also the case of Sedlock v. Carr Coal Mining and Manufacturing Company 98 Kan. 680, 159 Pac. 9, in which a great many authorities are discussed in the opinion.

A grain elevator, as a matter of necessity, is located upon the right of way of a railway, usually under lease from the railway company, and it would appear to me that the dangers of crossing the railroad tracks is one of the hazards of employment in the grain elevator, and that the employment of the deceased in this case was not limited to the exact moment of his arrival at the grain elevator, but that the hazard of his occupation commenced when he began to cross the railroad tracks to his work and that it continued until after he had crossed the tracks again after leaving his work. I am therefore of the opinion that compensation should be paid in this case by the Insurance Company to the beneficiary of the deceased employee.

Respectfully,

S. C. FORD,

Attorney General.

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### Foreign Claimants.

Helena, Montana, May 24th, 1917.

Industrial Accident Board,  
Helena, Montana.

Gentlemen:

You have requested my opinion upon the question of whether or not compensation should be paid under the Workmen's Compensation Act to injured employees who are citizens of a country between which and the United States a state of war exists.

Several cases involving some phase of the rights of alien enemies have been before the Supreme Court of the United States. It was said in the case of Fairfax's Devisee v. Hunter's Lessee, 7 Cranch, 603, 620, 3 L. Ed. 453, 459, (1813), "During the war, the property of alien enemies is subject to confiscation jure belli, and their civil capacity to sue is suspended." See also Conrad v. Waples, 96 U. S. 279, 289, 24 L. Ed. 721.

War, when duly declared or recognized as such by the warmaking power, imports a prohibition to the subjects or citizens of all commercial intercourse and all correspondence with citizens or persons domiciled in the enemy country. Ross v. Jones, 22 Wall 576, 586, 22 L. Ed. 730. The right of an alien enemy to sue a friendly citizen in the courts of the latter's country is suspended during the war. 40 Cyc. 328. An

alien enemy has no right of action whatever during the war; but by the law of nations, confirmed by universal usage, at the end of the war, all of the rights and credits, which the subjects of either power had against the other, are revived; for, during the war, they are not extinguished, but merely suspended. *Wilcox v. Henry*, 1 Dall. 69, 71, 1 L. Ed. 41, 42. See also *Caperton v. Bower*, 14 Wall. 216, 236, and *Hanger v. Abbott*, 6 Wall. 532, 539-40. A state of war does not put an end to pre-existing obligations. *Lamar v. Micon*, 112 U. S. 452, 464, 28 L. Ed. 751.

The existence of war closes the courts of each belligerent to the citizens of the other. *Masterson v. Howard*, 18 Wall. 99, 105, 21 L. Ed. 764. Whatever may be the extent of the disability of an alien enemy to sue in the courts of the hostile country, it is clear that he is liable to be sued, and this carries with it the right to use all the means and appliances of defense. *McVeigh v. United States*, 11 Wall. 259, 267, 20 L. Ed. 80; *University v. Finch*, 18 Wall. 106, 111, 21 L. Ed. 818.

In *Dangler v. Hollinger Gold Mines Ltd.*, 34 Ont. L. R. 78, an action was brought under the Fatal Accident Act by the administrator of the estate of a deceased employee of the defendant company to recover damages for his death. The action was brought for the benefit of the father and mother of the deceased who at the time of the action were subjects of the German Emperor and were alien enemies of His Majesty the King. The opinion in this case was rendered May 1st, 1915, and the following language is found on pages 80 and 81:

"In *Dumenko v. Swift Canadian Company, Ltd.* (1914) 32 O. L. R. 87, it was held by Sir Glenholme Falconbridge C. J. K. B., in an action commenced before war was declared, that the plaintiffs who were Austrians and entitled to bring the action during peace, became disentitled after a declaration of war in consequence of which they became alien enemies.

\* \* \* \* It was held: 'As to defendants' motion it is quite clear upon the authorities that the plaintiffs, having become alien enemies, ought to be barred from further having and maintaining this action. \* \* \* \* The plaintiffs' action is, therefore, on this ground also, dismissed with costs. This dismissal is not necessarily—and I do not mean it to be—a bar to a subsequent action in respect of the same matter after peace shall have been declared. \* \* \*

"I was referred by counsel for the applicant to the following cases: *Porter v. Fruenberg*, *Kreglinger v. Samuel and Rosenfeld*, *In re Merten's Patent* (1915), 31 Times L. R. 162. In the first of these cases there is a general discussion as to the rights of alien enemies in British Courts, and the Attorney General, who appeared for the Crown, makes an elaborate argument and citation of authorities. At p. 166 the Lord Chief Justice, reading the considered judgment of the Court in the three cases, deals with the question of the meaning of the term 'alien enemy', when used in reference to civil rights and liabilities, and says: 'Alien enemies have no civil rights or privileges, unless they are here under the protection and by permission of the Crown (Blackstone's Commentaries, 21st ed., vol 1, ch. 10, p. 373).' and further at p. 167: 'Whenever the capacity of an alien enemy to sue or proceed in our courts has come for consideration the authorities agree that he cannot enforce his civil rights and cannot sue or proceed in the Civil Courts of the realm.'

The following is quoted from the opinion of Hodgins, J. A. in the case of Bassi v. Sullivan, 32 Ont. L. R. 14, 18 D. L. R. 452, decided September 11, 1914:

"An alien enemy is one whose Sovereign is at enmity with the Crown of England, and one of his disabilities which has always been strongly insisted upon is, that he cannot sue in a British Court during war. But this rule is always stated with an exception. \* \* \*

"This exception is recognized in more modern times by Sir Alexander Cockburn, L. C. J., in his work on Nationality (1869), p. 150: 'An alien enemy has no civil rights in this country, unless he is here under a safe conduct or license from the Crown. In modern times, however, on declaring war, the Sovereign usually in the proclamation of war, qualifies it by permitting the subjects of the enemy resident here to continue so long as they peaceably demean themselves; and without doubt such persons are to be deemed alien friends.'

"But to the enjoyment of this privilege important qualifications are annexed. One is that the alien enemy must show himself possessed of what amounts to such a license: Esposito v. Bowden (1857), 7 E. & B. 763, 793. And further, if the license be a general one, the alien enemy may be prevented from asserting it. In Sparenburgh v. Bannatyne (1797), 1 B. & P. 163, at p. 170, Eyre, C. J. says: 'I take the true ground upon which the plea of alien enemy has been allowed is, that a man professing himself hostile to this country, and in a state of war with it, cannot be heard if he sue for the benefit and protection of our laws in the Courts of this country.'

"The Crown has, by Royal Proclamation dated on the 15th August, 1914, directed: 'That all persons in Canada of German or Austro-Hungarian nationality, so long as they quietly pursue their ordinary avocations, be allowed to continue to enjoy the protection of the law and be accorded the respect and consideration due to peaceful and law-abiding citizens; and that they be not arrested, detained, or interfered with, unless there is reasonable ground to believe that they are engaged in espionage, or engaging or attempting to engage in acts of a hostile nature, or are giving or attempting to give information to the enemy, or unless they otherwise contravene any law, order in council, or proclamation.'

"In the present case the Court has no means of knowing whether this proclamation, the terms of which are relied on as giving a right to maintain this action, covers this particular plaintiff. He may or may not be quietly pursuing his ordinary avocation, or he may be, for all that is before me, one of the class excluded by its subsequent provisions, or otherwise disentitled to take advantage of provisions intended for those who have resided here and engaged in business for some length of time. \* \* \*

"It is not incumbent upon the court to make, still less to act upon, any presumption in favor of natives of either of the two nations now at war with the British Crown; and I think every facility should be afforded for local inquiry, so that the Court should be fully informed as to whether or not the plaintiff, is in fact entitled to set up the protection extended by the Crown under the wording of the Proclamation. \* \* \*

"But, as attention is pointedly called to it on this motion, and as the Crown has drawn a distinction between peaceable alien enemies and those who may be otherwise engaged, I think, at this early stage of the war, it will be proper to stay

the action until the plaintiff satisfies the Court that it ought to allow him to proceed to trial, and there urge the contention that he is here under what amounts to a license sufficient to enable him to sue on such cause of action as he is setting up."

In *Topay v. Crow's Nest Pass Coal Company*, 20 B. C. 235, 18 D. L. R. 784, the Court uses the following language in the course of the opinion:

"Gregory, J. A. Although there is no doubt that at common law an alien enemy was denied the right of appealing to our Courts for the enforcement of his contractual rights, etc., this rule has long been modified when he is resident in this country by license or under the protection of the Crown.  
\* \* \*

"In view of the foregoing (Referring to the Royal Proclamation dated August 15th, 1914, quoted in the previous case) it appears to me that it would be a denial of such protection to permit a coal miner, for example, to work at his usual occupation of coal mining and deny him the right to sue for his wages if they are not paid, or, as in the present case, to deny him the right to maintain an action for personal injuries sustained in his work as a miner, and caused, as he alleges, by the negligence of the defendant, as during times of peace he enjoyed this privilege, and the order proclaims that he shall be allowed to continue, etc." \* \* \*

In *Pescovitch v. Western Canada Flour Mills Company*, 24 Man. 783, 18 D. L. R. 786, the Court, in referring to the case of *Bossi v. Sullivan*, 18 D. L. R. 452, *supra*, says:

"I cannot agree with the view expressed by Hodgins, J. A. that the Proclamation casts upon resident aliens the burden of establishing that they are not engaged in espionage, etc., before allowing them the protection of the law; or, in other words, compelling them to prove their innocence. I think it is for those who assert such inabilities in the person affected, to prove them.

"I think the Proclamation was clearly intended as an assurance to Germans and Austro-Hungarians living in Canada that their rights would be respected and that they should have the protection of the law, so long as they quietly pursued their ordinary avocations. I agree entirely with the opinion expressed by Gregory, J., in the *Topay* case."

On April 6th, 1917, the President of the United States, under and by virtue of the authority vested in him by the Constitution of the United States and Section 4067 to 4070, inclusive, of the Revised Statutes, issued a Proclamation which, after reciting that Congress has resolved "That the state of war between the United States and the Imperial German Government which has been thrust upon the United States is hereby formally declared", provides in part as follows:

"All alien enemies are enjoined to preserve the peace toward the United States and to refrain from crime against the public safety, and from violating the laws of the United States and of the States and Territories thereof, and to refrain from actual hostility or giving information, aid or comfort to the enemies of the United States, and to comply strictly with the regulations which are hereby or which may be from time to time promulgated by the President; and so long as they shall conduct themselves in accordance with law, they shall be undisturbed in the peaceful pursuit of their lives and occupations and be

accorded the consideration due to all peaceful and law-abiding persons, except so far as restrictions may be necessary for their own protection and for the safety of the United States; and toward such alien enemies as conduct themselves in accordance with law, all citizens of the United States are enjoined to preserve the peace and to treat them with all such friendliness as may be compatible with loyalty and allegiance to the United States."

From an examination of the above authorities you will notice a general tendency on the part of the Courts to break away from the old strict rules in regard to the rights and liabilities of alien enemies. By the President's Proclamation, "so long as they shall conduct themselves in accordance with law, they shall be undisturbed in the peaceful pursuit of their lives and occupations and be accorded the consideration due to all peaceful and law-abiding persons, except so far as restrictions may be necessary for their own protection and for the safety of the United States". It would, therefore, appear to me that in case an alien enemy, employed in a hazardous occupation by one who has elected to come under the provisions of our Workmen's Compensation Act, is injured, he should be entitled to receive compensation in accordance with the terms of the Act, unless it can be shown that he is not conducting himself as a peaceful and law-abiding person, in accordance with the President's Proclamation.

Respectfully,  
S. C. FORD,  
Attorney General.

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### Insurance Policy—Plan No. 2.

Helena, Mont., June 28th, 1917.

Industrial Accident Board,  
Helena, Montana.

Gentlemen:

I am in receipt of your recent letter requesting my opinion upon the question of whether or not the election of an employer under Plan No. 2 of the Workmen's Compensation Act automatically expires upon the expiration of an insurance policy.

By Section 3 (f) of the Act an employer engaged in an industry specified as hazardous may elect whether or not he will be bound by either of the compensation plans, such election to state the plan under which he will be bound. By section 3 (h) of the Act, after having once elected to be bound by one or the other of the plans, such employer shall be bound by such election for said first fiscal year, and each succeeding fiscal year unless he shall not less than 30 days nor more than 60 days prior to the end of any fiscal year elect not to be bound by either of such compensation plans or unless he shall elect to be bound by the succeeding fiscal year by a different plan. Section 35 (a) provides that any employer, by filing his election to become subject to and bound by Compensation Plan No. 2 may insure his liability in any insurance company authorized to transact such business in this state.

It appears that an employer, particularly a contractor, will thus elect to be bound by the provisions of compensation Plan No. 2 and file with your Board an insurance policy covering a period of 30 or 60 days. The question arises as to the rights of an employe who has been injured in such employment after the expiration of the insurance policy.

An employer of labor can obtain the benefits of Plan No. 1 by filing with your Board proof of solvency. And he becomes entitled to the benefits of Plan No. 3 by filing his election and paying the assessment provided by law. He can only be entitled to the benefits of Plan No. 2 by filing his election to become bound under that plan and an insurance policy as provided by law.

Section 35 (f) provides: "Every renewal of such policy shall be made and delivered to said Board at least 30 days prior to the expiration of the expiring policy".

An employer cannot obtain the benefits of the Workmen's Compensation Act by simply electing to become bound by Plan No. 2 and then fail to file with your Board a good and sufficient policy to secure the compensation with which such employer may become chargeable. The filing of the insurance policy is a very vital factor in the employer's obtaining the benefits of the Act under Plan No. 2 and such policy must be kept in force.

I am, therefore, of the opinion that in case of the expiration or cancellation of such insurance policy the rights of such employer under the Act automatically expire, and that in case of an accident an injured employe may sue such employer, who would be deprived of the common law defenses, as provided in Section 3 (a) of the Act.

Respectfully,

S. C. FORD,

Attorney General.

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### Status of Mine Leasers and Owners.

Helena, July 14th, 1917.

Industrial Accident Board,

Helena, Montana.

Gentlemen:

You have submitted to me file of correspondence relating to the manner of leasing and handling the mines at Hecla, Montana, and also file in connection with the operation of the Granite-BiMetallic Consolidated Mining Company at Phillipsburg.

In general these mining operations are conducted through the medium of so-called leasers. The contractors or leasers in question agree with the owners of the mining properties upon a certain price per foot for a certain amount of work or upon a certain price per ton. In some cases the owners pay the wages of the workmen, deducting the amount so advanced from the money due the leaser or else the owner honors the time checks issued by the leaser or contractor. A lease or contract usually covers only a small portion of the mine, and as a rule

there are many of such leasers or contractors at work at the same time.

In the mines at Philipsburg, a leaser pays to the company a certain amount for hoisting the ore, wherever hoisting is necessary, and also pays to the company a stated charge for hauling to the railroad and loading on cars. These leasers pay a royalty of a certain percent of the net proceeds of the ore. But under the terms of the lease the company may terminate the privilege of mining at any time by giving notice, thereupon peacable and quiet possession will be surrendered to the company by the leaser within eight days from the notice; also all mining done must be done in a miner-like manner and all workings are at all times subject to the inspection and approval of the company. In the mines at Hecla a lease is taken on a portion of a claim on a royalty basis and the leaser works it, furnishing his own supplies and materials; ore is shipped to the smelter in the name of the manager or agent of the owners; the owners paying for the hauling of the ore to the railroad and the loading on cars; and after deducting these charges and the royalty, the balance is paid over to the leaser. Failure to comply with the conditions of the lease authorizes a forfeiture on the part of the owners.

The question presented is whether or not such leasers are independent contractors within the meaning of the Workmen's Compensation Act.

By Section 6 (kk) of the Act, an Independent Contractor is defined as one who renders service in the course of an occupation, representing the will of his employer only as the result of his work and not as to the means by which it is accomplished.

Our Supreme Court in the case of *Jensen v. Barbour*, 15 Montana, at 589-90, states as follows:

"To draw the distinction between independent contractors and servants is often difficult; and the rules which Courts have undertaken to lay down on this subject are not always simple of application. A rule as often quoted as any is stated in the syllabus of the case of *Bibbs v. N. & W. R. R. Co.*, 87 Va. 711, after an able review of the authorities, as follows: 'Independent contractor is one who renders service in the course of an occupation, and represents the will of his employer only as to the result of his work, and not as to the means whereby it is accomplished, and is usually paid by the job'."

This case is cited with approval in *Poor et. al. v. Madison River Power Co.*, 38 Mont. at 361, and in *State v. Hughes*, 38 Mont. at 473.

In *Allen v. Bear Creek Coal Company*, 43 Mont. at 285, the Court held that if an employe has contracted to do a piece of work, furnishing his own means and executing it according to his own ideas, in pursuance of a plan previously given him by his employer, without being subject to the order of the latter as to detail, he is an independent contractor.

For definitions of the term "Independent Contractor", see also extensive note in 65 L. R. A. 445 and the following cases and authorities therein cited:

*City of Richmond v. Setterding*, (Va.) 99, Am. St. R. 879.  
*Anderson v. Foley Bros.*, 110 Minn. 151.

Town of Polk v. Railroad Commission, (Wis.) 143 N. W. at 190.

Smith v. Belshaw, 89 Cal. 427, 26 Pac. 834, and  
Thompson v. Twiss, (Sonn.) 97 Atl. 328, .

in which the Court says on page 330:

"When the doing of a specific piece of work is entrusted to one who exercises an independent employment and selects his own help and has the immediate control of them, and the right to control the method of conducting the work, the contractor is an independent contractor. Alexander v. Shermans Sons, 86 Conn. 293, 297, 85 Atl. 514; Norwalk Gaslight Co. v. Norwalk, 63 Conn. 495, 525, 28 Atl. 32.

"The decisive test is: Who has the right to direct what shall be done and when and how it shall be done? Who has the right to the general control?" \* \* \*

In Barclay v. Puget Sound Lumber Co., (Wash.) 93 Pac. 430, it was held that where defendant operated a lathmill through a contract with T., by which T., was to receive 75 cents per 1000 lath produced, and was to employ other men, whom defendant was to pay out of the 75 cents per 1000, T., to receive the balance, if any, and plaintiff was employed by T. to work in the mill. T., was not an independent contractor, but an agent of defendant acting in its behalf, and the relation of master and servant existed between plaintiff and defendant.

In Pottorff v. Fidelity Coal Mining Co., (Kan.) 122 Pac. 120, it was held that an employer may make himself liable by retaining the right to direct and control the time and manner or means of executing the work, although he may inspect and supervise it to the extent necessary to produce the result intended by the contract without incurring such liability. In this case, the Court, after discussing the contract in question and quoting from many authorities, stated on page 123:

"Without further citation from the multitude of authorities on this subject, it only remains to apply these principles to the contract in question. First as to time: The contractor may have the benefit of the agreement for five years or five days, or any shorter period at the will of the company. He must quit should 'the working of the mines not be agreeable' to the company, with no further right than to load the product mined in 60 days. But this provision so destructive of independence is not limited in its effect to time merely, for the right to thus summarily annul the agreement carries with it the potency of compelling such means and methods as will make the conduct of the work agreeable to the company. While the contract does not state that Barrett shall observe the methods and use the means prescribed by the company or suffer forfeiture, yet the company may annul the contract at its option if a failure to observe its directions in these matters should not be agreeable. The use of the word 'Agreeable' seems naturally to apply to such conduct of the work as might cause danger or bring disaster to the miners or the property. But whether such a contingency was in mind or not, the sweeping reservation includes certainly the right to interpose whenever negligent methods will imperil life or property, and under the clause in question the company might have compelled the contractor to exercise proper care in the use of electrical appliances or to have ceased their use altogether by terminating the contract. "

"In the Nelson case (84 Kan. 797, 115 Pac. 578) it was said that, if the Cement Company had retained the right to discharge at will one of the contractors, they were not independent. Here the right of annulment, equivalent to a discharge, is expressly reserved in the contract."

In Bokoshe Smokeless Coal Co. v. Morehead, (Okla.) 136 Pac. 1033, a very great many cases were discussed and it was held that the retention by the owner of the right of general supervision of the work of a contractor does not by itself prevent the contractor from being an independent contractor. But a contract which, upon its face, creates the relation of owner and independent contractor, will not protect the owner from liability for negligence of the contractor, if it is designed as a mere subterfuge to shield the owner from liability for his negligence.

In State ex rel Virginia & R. L. Co., v. District Court, 128 Minn. 43, 150, N. W. 211, the company owned large tracts of timber land in the northern part of the State and were engaged in cutting, preparing and removing the merchantable timber therefrom. They maintained camps at convenient points in which to board and lodge the men engaged in the work. In addition to the men employed at monthly wages, there were a large number engaged in cutting and preparing timber at a specified price per piece and known as "price-makers." Bashko was a "piece-maker." He boarded at the camp, but paid an agreed price per week for his board. He also paid to the company one dollar per month as a hospital fee, which entitled him to care and treatment in a hospital in case of sickness or injury. The amount due for board and hospital fee was deducted by the company from his earnings. He procured the tools used in his work from the company and they were charged to him with the understanding that he could either pay for the use of them or purchase them outright. He subsequently concluded to purchase them, and by his direction the price was deducted from his earnings. The company assigned him a specific tract of its land upon which to work and marked out the boundary between this tract and the tracts allotted to others. In the course of the opinion the Court said:

"It is not likely that the owners of valuable timber would permit ordinary workmen to cut and manufacture it for them wholly free from supervision or control. The evidence tends to show that the company did not surrender but reserved the right to supervise and control the work of Bashko, at least to the extent necessary to prevent waste and loss. They required him to cut the timber clean as he went, and to manufacture it according to specifications, furnished by them, and also to pile the brush. They inspected his work from time to time and occasionally directed him to remedy defects therein. They had the right to discharge him at any time, and this right afforded adequate means for controlling his work."

It was held in this case that the test for determining whether one person is the employee of another, within the rule making the employer responsible for injuries resulting from the negligence of his employee is whether such person possessed the power to control the other in respect to the transaction out of which the injury arose. The workmen's Compensation Act is remedial in its nature and must be given a liberal construction to accomplish the purpose intended. The provisions de-

fining when the relation of employer and employee exists bring within the Act, all cases in which, under the above rule, such relation is found to exist.

In the Pottoroff case above the further argument was made that coal mining is recognized by the statutes as inherently dangerous, and therefore, the owner cannot be relieved from liability merely because the mine was operated by an independent contractor, but it was not necessary for the determination of the case to pass upon this question. But, as was said in the Minnesota case, the Workmen's Compensation Act, is remedial in its nature and must be given a liberal construction to accomplish the purpose intended. By Section 6(j) of our Act employees or workmen are defined as every person in this State, including a contractor other than an "independent contractor" who are engaged in the employment of an employer carrying on or conducting any of the industries classified in the Act as hazardous, whether by way of manual labor or otherwise. As was stated in your letter: "If the operating company was relieved of this responsibility, there would be very few of their employes under the Compensation Law, due to the fact that the major portion of the work is done through the medium of contractors, such as described, and they, having no financial responsibility, would not elect to come under the Compensation Law with their employes. Therefore, a workmen when injured, would have absolutely no recourse, as the contractor for whom he was working would be judgment proof and there would be no one responsible for their compensation and damages." But to avoid these very propositions Section 11(a) was incorporated in our Act, and is as follows:

"Where any employer procures any work to be done wholly or in part for him by a contractor other than an independent contractor, and the work so procured to be done is a part or process in the trade or business of such employer, then such employer shall be liable to pay all compensation under this Act to the extent as if the work were done without the intervention of such contractor. And the work so procured to be done shall not be construed to be 'casual employment'."

Two cases have been before the Industrial Commission of Ohio involving substantially the same proposition submitted by you. In Skinner v. Stratton Fire Clay Company, the defense was made by the company that it let the mining of coal in its mine to a contractor and that it had nothing to do with the employment or payment of men who worked in the mine, and that it paid the contractor a certain amount per ton for the mining and delivering of the coal at its plant. The Commission held that the arrangement between the company and the person operating the mine was simply a convenient method adopted by the company for the payment of the coal taken from its mine, and that the principal of "independent contractor" had no application. This case is reported in the Bulletin of the Industrial Commission of Ohio, Vol. 1, No. 7, on page 103. In McAllister v. National Fire Proofing Company, reported on page 107, the syllabus is as follows:

"A", the owner of a coal mine entered into a contract with "B" to operate the mine, by the terms of which contract "A" was to furnish all posts, timbers and track material and im-

plements and "B" was to mine the coal in a workmanlike manner, do necessary track laying and timbering, preserve the entry in good condition, do draining, etc., and furnish all labor necessary for the mining of the coal. The coal was to be placed in "A'S" car as taken from the mine and "B" was to receive from "A" a stated price per ton for all coal so taken from the mine, it being part of the agreement that "A" was to take and pay for all of the coal so mined. The mining was done subject to the supervision of a mine foreman employed by "A".

"C" was employed as a miner in the mine so operated, and was killed while in the course of his employment.

HELD: That "C" was an employ of "A" and his dependents are entitled to compensation."

In this case the Commission reviewed a great many authorities upon the question of "independent contractor" and the following quotation is taken from the decision of the Commission on pages 113 and 114:

"If the mine foreman had the right, as Mr. Sims states, to see that the mine was run under the orders of the National Fire Proofing Company, this is indicative of the fact that Sims might be discharged and the contract set aside if those directions were not observed. This would include the right to interpose whenever negligent methods were adopted by the contractor, and proper care might be compelled under such an arrangement, according to the reasoning of the Court in the case just cited. This is equivalent to the right of discharge, which as stated by the Court, destroys independence. In the Kansas case it was held that such a contract was no defense to an action brought upon the theory that the employe of the alleged independent contractor was not an employe of the mining company. This decision was rendered in full recognition of the fact that mere inspection did not necessarily operate to prevent the application of the doctrine of independent contractor. The following from the syllabus covers this point:

'An employer may make himself liable by retaining the right to direct and control the time and manner or means of executing the work, although he may inspect and supervise the extent necessary to produce the result intended by the contract without incurring such liability.'

"In cases of this kind the following matters may be taken into consideration, although we do not think the evidence here necessarily calls for the application of such doctrine. If the employment of an alleged contractor is a mere subterfuge to protect the coal company from liability it is nevertheless liable as employer. Coal Co. v. Morehead, 125 Pac. 1033. Also the financial responsibility of the so-called independent contractor may be taken into consideration although it is not decisive. The fact that the work to be done is inherently dangerous also has some bearing upon the question."

I am therefore, of the opinion that in the case submitted by you these lessors or contractors are not independent contractors within the meaning and spirit of our Workmen's Compensation Act.

Respectfully,

S. C. FORD,

Attorney General.

**Re: Dependency—Claim of Resident Father on Deceased Son  
For Support of Alien Family.**

June 27th, 1917.

Industrial Accident Board,  
Helena, Montana.

Gentlemen:

You have handed me your files in connection with the claim of John Brown, for compensation on account of the accidental death of his son, Patrick Brown, 26 years of age, on December 5, 1916, while in the employ of the North Butte Mining Company, the employer being under Plan Number One of the Workmen's Compensation Act. The deceased employee left surviving him, his father, the claimant, 48 years old, who for a long time prior to and at the time of his son's death, was working in the mines in Butte, his mother, 46 years old, two sisters, 20 and 19 years of age, living in Butte, and four sisters and brothers, under sixteen years of age. The mother of the deceased, and all his brothers and sisters under 16, had never been in this country at any time prior to his death, but were residing in Ireland. No claim for compensation is presented by the two sisters living in this country, as they are both over 16 years of age, (See Section 7 (a)), but this claim for dependency is made by the father and is based upon a claim that the deceased, for a long time prior to his death, turned over to the father, the claimant, each month, a goodly portion of his pay check, to be sent to the mother in Ireland, for the support of herself and children. The father did not at any time receive any contributions from deceased for his own support, and he does not claim that he was dependent upon his son in any way for his own individual needs.

The question presented is whether or not this is sufficient to make the father a "major dependent", within the meaning of our Workmen's Compensation Act. The test of dependency, which doubtless more often stated than that of any other, is stated in *Dazy v. Apponaug Co.*, 36 R. I. 81, 89 Atl., 160, 4 N. C. C. A. 549, as follows:

"The test of dependency is not whether the petitioner, by reducing his expenses below a standard suitable to his condition in life, could secure a subsistence for his family without the contributions of the deceased son, but whether such contributions were needed to provide the family with the ordinary necessities of life suitable for persons in their class and position."

The question of dependency is purely a question of fact, 1 Bradbury's Workmen's Compensation, 583. The fact that the family may have derived some benefit from the wages of the deceased is not sufficient to make them dependent in fact. There is a distinction between "benefit" and "dependence". *Havey v. Erie R. Co.* 88 N. J. L., 684, 96 Atl. 995.

Under our act, a beneficiary includes a surviving wife or husband, and a surviving child, or children, under the age of sixteen years, and invalid children over the age of sixteen years. Section 6 (1).

A major dependent includes the father and mother, or survivor, if actually dependent upon the decedent, but only in case there are no

beneficiaries (Section 6 (m)) and a minor dependent includes brothers and sisters, if actually dependent, in case there are no beneficiaries, and no major dependents, (Section 6 (n)) and a minor dependent is not entitled to any compensation in case there are any included within the class of beneficiaries, or major dependents. In Kelley's Case, 222 Mass. 538, 111 N. E. 395, the court said, on page 541:

"If dependents are to be ascertained solely from those nearest in blood, it may happen that, where a father and mother survive who are not dependent, a sister wholly dependent must be denied relief. Or, if the employee leaves no widow but only children who are amply provided for by marriage or otherwise are self supporting, and an indigent mother wholly dependent upon him, the mother is not within the statute."

And in Miller v. Public Service Railway Company, 84 N. J. L., at 175, 85 Atl., 1030, it was said:

"Actual dependency, to my mind, means dependence in fact, and is a question of fact, and the enumeration of certain persons after this heading should not be held to place them in the relationship of *actual* dependents. Their enumeration after these words indicates that they must bring themselves by proof into dependency in fact as distinguished from theoretical dependency, otherwise the words are superfluous."

In this case, all of the contributions of the decedent to his father were used for the support of his mother and brothers and sisters, who were at all of the times aliens, not residing in this country. A distinction is made in a great many of the acts, in the payment of compensation, between resident aliens and non-resident aliens. It was said in the Illinois case of Victor Chemical Works v. Industrial Board, 113 N. E., at 177:

"There are many alien employees within this state to whom the act should apply, and we can perceive no reason why it should not apply to them as well as to citizens. In many cases those dependent upon them reside within the state, and the people or citizens of the state would be interested in not having aliens, as well as citizens, become charges upon the community by reason of injuries received in the course of employment."

In the Court of Appeal, British Columbia, in Krzus v. Crow's Nest Pass Coal Company, Ltd., 4 BWCC, at 471, it was said:

"The Workmen's Compensation Act is in its nature domestic or municipal, and it may be regarded as a shifting of what one might call (though strictly not one) a duty, namely, to provide for the destitute from the State to the employer. This province owes no such obligation to aliens abroad. These could not become a burden upon the State or upon private charity in the State."

As was stated at the hearings held before the Employers Liability and Workmen's Compensation Commission (Document 338, page 1006) in referring to workmen's compensation acts:

"The whole basis of this scheme is sociological, the saving of economic waste, the preventing of pauperism, the protection of a dead man not to have his family thrown upon the street or upon the public charity of the country. Does not that reasoning fall, gentlemen, when the dependents of the alien are not residing in the United States?"

Also Section 8 (a) of our own act, provides that no compensation shall be paid to any major or minor dependents not residing within the United States, at the time of the injury to the decedent.

It is therefore clear that none of the surviving heirs of the decedent in this case are entitled to compensation, other than the father, and in order for the father to be entitled to compensation, he must assume the burden of proof and establish actual dependency, within the rules stated above. There is nothing in the testimony submitted in this case to show that the father could not still support his family in Ireland out of his own wages. It appears that he has been receiving about one hundred dollars per month for his own wages and that all that he has sent to his family in Ireland are the monthly contributions of his son, amounting to about twenty-five dollars. It does not appear that he himself added anything to this amount and there is nothing to show but that he could still contribute twenty-five or even forty dollars per month to the support of his family in Ireland, out of his own wages. As was said in Ferrio's Case, 223 Mass., 380, 111 N. E. 957:

"There is nothing to show the circumstances of his wife, or whether she had other and independent means of support, or otherwise. In other words, there is an entire absence of evidence upon this question. The burden of proof rests upon the claimant."

Upon the record in this case, I do not believe that your Board would be justified in awarding compensation to this claimant. Furthermore, it is a general rule that one cannot do indirectly, what he cannot do directly. Our act expressly excludes non-resident aliens and therefore, I do not believe the father can use as a basis for compensation, the fact that the deceased contributed through him to the support of his family in Ireland.

Respectfully,  
S. C. FORD,  
Attorney General.

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### Re: Dependency—Question of Average Daily Wage.

Helena, June 29th, 1917.

Industrial Accident Board,

Helena, Montana.

Gentlemen:

You have submitted to me your files in connection with the claim of Mrs. Oswald for compensation on account of the accidental death of her son. It appears from your letters and also from your files that the deceased had been working for the Montana Coal and Iron Co. about seven months at the time of his death and that up until about ten days previous to his death his average daily wage would amount to about \$1.95 per day. But during the last ten days which he worked he had been temporarily promoted to a different line of work for which he was to receive \$3.57 per day.

The claimant is the mother of the deceased employe, and, as a major dependent under Section 6 (m) of the Act, is entitled to receive as compensation "forty percentum of the wages received at the time of the injury, \* \* \* subject to a maximum compensation of ten dollars per week and minimum compensation of six dollars per week, for a period not exceeding 400 weeks," in accordance with Section 16 (d).

You have asked my opinion as to what method should be followed in determining the average wages of the decedent.

Section 6 (u) and 6 (v) of the Act are as follows:

"'Week' means six working days, but includes Sunday.  
'Wages' means the average daily wage received by the employe at the time of the injury for the usual hours of employment in a day, and overtime is not to be considered.

The compensation act of the several states differ very greatly in the method of determining the amount of compensation from the wage of the employe. Some adopt as a standard the average weekly earnings of the employe over a specific period of time, usually a year. While others go further and make specific provisions for the method of computing such average. Cases construing such statutes can furnish us with but little assistance. For example under the British act where the workman has been in the same employment for three years, if the injury results in death, or for one year if the injury is a non-fatal one the actual history of the workman furnishes adequate material for fixing the compensation. The dominant principle is that such earnings are to be computed in the manner best calculated to give the rate per week at which the workman was remunerated, not necessarily at the precise time of the accident. See Boyd Workmen's Compensation, Sec. 525.

It was said in Gillen v. Ocean Acci. & G. Corp. 215 Mass. 96, 102 N. E. 346, L. R. A. 1916 A, on page 373.

"Although not stated in precise words, we think that the general import of the Act is to base the remuneration to be paid upon the normal return received by workmen for the grade of work in which the particular workman may be classified."

And in Babcock & Wilcox, Ltd. v. Young, Court of Session, Scotland, 4 B. W. C. C. at 369 it was said:

"I think that this man was undoubtedly in the position stated by the Master of the Rolls in the case of Perry v. Wright, (1908) 1. K. B. 441, at p. 453—'Any step up or step down from one grade to another is to be regarded as commencing a fresh employment.' And accordingly the compensation must be based on the wages he was earning in the 'grade of employment' in which he met with the accident, and if he was a laborer at the time of the accident you are not entitled to go back beyond that."

This language was quoted in Bradbury's Workmen's Compensation, Vol. 1, Page 731-2.

In Perry v. Wright, 98 L. T. 327, 1 B. W. C. C. at 357-8, Moulton, L. J., of the English Court of Appeal, discussed this matter as follows:

"The words 'weekly earnings' in my opinion, show that the Legislature intended that the Court should ascertain what under the circumstances of employment actually prevailing during the period for which the average is taken would be the remuneration earned by the workman in a normal week. In my opinion, therefore, the term 'average weekly earnings' signifies broadly the average earnings which the workman would make in a normal week if employed on the terms prevailing before and up to the time of the accident. That the above is a fair interpretation of the phrase 'average weekly earnings' as used in the schedule appears to me to follow from the rule laid down in the first words of s. 2 (a)—namely, 'average weekly earnings shall be computed in such manner as is best calculated to give the rate per week at which the workman was being remunerated.' This rule expresses, to my mind the dominate note of this part of the schedule. It imposes on the Court the duty of ascertaining what remuneration the workman would receive in a normal week in the employment in which he was engaged at the time of the accident, and gives it freedom to do so in the manner best calculated to arrive at a fair result. And I cannot find anything in the schedule which modifies this duty or takes away this freedom. It is intended that the 'average weekly earnings' should be a real and not an artificial estimate of what rate of remuneration the workman might fairly be held to be enjoying at the date of the accident. But when we examine the schedule in order to find the context in which the phrase 'average weekly earnings' is used in defining or giving a basis for the estimation of the compensation to be paid to the workman, (namely, in the latter part of s. 1 (a) and (b), we find that it is qualified by the limitation 'during the period of his employment by the same employer'; or equivalent words. To interpret those words we must refer to s. 2 (c). It is there provided that 'employment by the same employer shall be taken to mean employment by the same employer in the grade in which the workman was employed at the time of the accident. This makes it clear that in taking at average we are restricted to the period during which the workman has been employed in the same grade. If, therefore, he has been promoted by the employer to a higher grade, and is in this grade at the time of the accident, his earnings when in the lower grade are not to be taken into consideration in obtaining the average which is to give his 'average weekly earnings.'

"I must not be understood as saying that an increase of wages will necessarily have the effect of excluding from the calculation of this average the weeks in which the lower rate of wages have been given because a man's wages may rise or fall without any change of grade taking place. But if there has been a change of grade they must be so excluded."

In State v. District Court, 128 Minn. 486, 151 N. W. 182, 9 N. C. C. A. 86, it was held that the purpose of part 2 of the Workmen's Compensation Act was to secure the widow, or dependent next of kin, of an employee who should meet an accidental death while engaged in the line of his employment, a percentage income based upon their pecuniary loss, and the salary or compensation actually received by such employee *at the time of his death* represents such loss.

The New Jersey Act is somewhat similar to our own in respect to the method of computing the wages of the deceased employe upon which the compensation is based:

The Court of Errors and Appeals of this state in *Huyett v. Pa. R. R. Co.* 86 N. J. L. at 684, 92 Atl. 58 said:

"The only other point suggested is that the trial judge allowed compensation based on the wages which the decedent was receiving at the time of the accident. These wages were somewhat greater than he had previously been receiving. Section 2, paragraph 11, a and b, expressly provides that the compensation for temporary disability and for disability, total in character and permanent in quality, shall be fifty percentum of the wages received at the time of injury. Subdivision c bases the compensation on daily wages, while paragraph 12 speaks only of wages of deceased. But we think this must mean wages at the time of injury. This may, indeed, result in injustice to the employer when the employe is paid by the piece and his earnings are unusually high at the time of the injury, and in injustice to the employe when his earnings are unusually low. That, however, is a defect that the legislature may correct."

This case was followed in *Davidheiser v. Hay etc. Works*, 87 N. J. L. 688, 94 Atl. 309 and see also to same effect, *Fredenburg v. Empire United Rys.*, 154 N. Y. Supt. 351.

I am therefore of the opinion that in computing the amount of the weekly compensation to this claimant, you should take into consideration only the wages received by the deceased employe in the particular grade of his employment at the time of the accident, and that if he was receiving a fixed wage per day, you have only to take 40 per cent of six times that fixed daily wage, subject to the maximum and minimum compensation provided in Section 16 (d). If the deceased was not receiving a fixed wage per day, you would then ascertain his average daily wage in that particular grade of employment based upon a reasonable period of time preceding the accident. See *Connors v. Public Service Electric Co.*, (N. J.) 97 Atl. 792.

Respectfully,

S. C. FORD,

Attorney General.

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**Re: Dependency—Claim of Mother, on Deceased, Minor Son.**

June 30th, 1917.

Industrial Accident Board,

Helena, Montana.

Gentlemen:

You have submitted to me your files in connection with the claim to compensation of the father, mother, brother and sister of Webster Elembaugh, who was accidentally injured on the morning of August 28th, 1916, while in the employ of the Bear Creek Coal Mining Company, and died from such injuries three days later. The deceased employe was a single man, 19 years of age, and left surviving him a father, 54 years old, a mother 53 years old and a brother and sister, 13 and 15 years old, respectively. The deceased had only been at work with this employer for about an hour when the accident occurred. It was his

first job in this state. It appears from the evidence and correspondence that the deceased worked on his parents' farm, in Indiana, for several years before coming west. It is claimed that he worked for a few months in coal mines near his home in Indiana and that his wages were turned over to his mother, but there does not appear to be any direct proof that either the father or mother were actually dependent to any extent upon the decedent at the time of his injury, other than through his work on the farm.

You have requested my opinion, as to whether or not these claimants are dependents within the meaning of our Act. A parent can be dependent upon the support of a minor child, just as much as upon the support of an adult child. *Friscia v. Drake Bros. Co.* 153 N. Y. Supp. 392.

Partial dependency for the necessities of life is sufficient under our Act. It is not necessary that the claimant be wholly dependent upon the deceased for support. *Mulhall v. Fallon*, 176 Mass. 266. In *Jackson v. Erie R. Co.*, (N. J.) 91 Atl. 1035, it was said:

"On the second ground it is urged, because the statute provides, '*Actual dependents*' (P. L. 1911, page 139), and '*no dependents*', the court having found the petitioner '*partially*' dependent, the word '*actual*' does not include '*partial*'. We cannot adopt this construction. Dependent in these statutes means dependent for the ordinary necessities of life; one who looks to another for support or help. If partially dependent, they must necessarily be actually dependent."

The test of dependency is well stated in the case of *Dazy v. Apponaug Co.* 89 Atl. 161, 36 R. I., 81, 4 N. C. C. A., 594:

"The test of dependency is not whether the petitioner by reducing his expenses below a standard suitable to his condition in life, could secure a subsistence for his family without the contributions of the deceased son, but whether such contributions were needed to provide the family with the ordinary necessities of life suitable for persons in their class and position. *Boyd Workmen's Compensation*, Sec. 234; *Main Colliery Co. v. Davies*, 2 W. C. C. 108; *Howells v. Vivian & Sons*, 4 W. C. C. 106. The petitioner is not bound to deprive himself of the ordinary necessities of life to which he has been accustomed in order to absolve the respondent from the payment of damages, nor can he on the other hand demand money from the employer for the purpose of adding to his savings or investments. The expression '*dependent*' must be held to mean dependent for the ordinary necessities of life for a person of his class and position and does not cover the reception of benefits which might be devoted to the establishment or increase of some fund which he might desire to lay aside. *Simmons v. White Bros.*, 1 W. C. C. 89."

See also *Bradbury's Workmen's Compensation*, Vol. 1, page 571 to 573.

The question of dependency is not a question of Law, but is purely a question of fact. *Bradbury's Workmen's Compensation*, Vol. 1, page 583, *Doskar's Manual of Compensation Law*, Section 166, *Caliendo's Case*, 219 Mass. 498, 107 N. E. 370.

It is not essential to the right of a dependent who seeks to recover compensation under the Act that such dependent should be actually or entirely dependent upon the earnings of the deceased, but it is sufficient

if it appears that he is dependent in fact. *Havey v. Erie R. R. Co.*, 87 N. J. L. 444, 95 Atl. 124. It was said in *Mahoney v. Gamble-Desmond Co.* (Conn.) 96 Atl. 1026:

"Our act makes the sole test one of dependency upon the earnings of the deceased at the time of the injury and fixes the minimum award in cases where the injury results in death at \$5 per week. We are not, therefore, required in this case to strike a balance between the boy's earnings and the cost of his maintenance, with a view to ascertaining whether his death was a financial injury to the father."

In *Havey v. Erie R. R. Co.*, 88 N. J. L., 684, 96 Atl. 995, it appeared that at the time of the death of the decedent, he was 18 years old and living with his father. He brought all his wages home and gave them to his father, who used them in common with his own wages, for the support of the family. He left surviving a father, mother, five brothers and four sisters; eight of the brothers and sisters being under 14 years of age. The entire family lived together. The court, in the course of its opinion, said:

"It is argued in the appellant's brief, and we think the argument sound, that the brothers and sisters were not legally dependent upon the deceased; they were not dependent upon him in fact, merely because their father was helped by him to support them; they are not within the class provided for by the statute. They doubtless did derive some benefit from their brother's wages, through the father's disbursements of the family fund; but that does not make them dependent in fact upon their brother. 'Benefit' and 'dependence' are not synonymous words. The fact that the father used the son's wages to help support the family did not make the family any the less dependent, both legally and actually, upon the father. The father was legally entitled to the son's wages, he being a minor; but the ground on which the statute awards compensation is dependency in fact, not legal relationship."

*In re Standard Accident Insurance Company*, 220 Mass. 526, 108 N. E. 466, L. R. A. 1916 A, at 334, Chief Justice Rugg stated:

"The burden of proving the essential facts necessary to establish a case warranting the payment of compensation rests upon the dependent in a case arising under the workmen's compensation act as much as it does upon a plaintiff in any proceeding at law. The dependent must go further than simply to show a state of facts which is as equally consistent with no right to compensation as it is with such right. They can no more prevail if factors necessary to support the claim are left to surmise, conjecture, guess or speculation, than can a plaintiff in the ordinary action in tort or contract. A sure foundation must be laid by a preponderance of evidence in support of the claim, before dependents can succeed."

See also Kink's case, 220 Mass., 290, 107 N. E., 959.

The mere fact that the deceased had worked upon his parents' farm prior to his death, and contributed his wages in this manner to the support of his parents and family, is not in itself sufficient to make out a claim of dependency. As the burden of proof is upon the claimant, she must go further and show that she was at the time of the injury, actually dependent to some extent upon the deceased for the ordinary necessities of life. It would be necessary for her to show that without

the services of the deceased, the father would be unable to provide his family with the necessities of life. I am of the opinion that the showing made by this claimant, thus far, is not sufficient to make out a claim for dependency.

Respectfully,  
S. C. FORD,  
Attorney General.

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### Re: Dependency—Invalid Brother Over 16 Years of Age.

June 30th, 1917.

Industrial Accident Board,  
Helena, Montana.

Gentlemen:

You have submitted to me your files in connection with the claim of P. F. Morgan, to compensation under the Act.

It appears that Edward Morgan was accidentally killed on July 12th, 1916, while in the employ of the Butte Central Mining & Milling Company and that his death was caused by an accident arising out of and in the course of his employment. Claimant is a brother of the deceased and there were left surviving no beneficiaries or major dependents. The claimant is a middle aged man, but bases his right to compensation upon the fact that for several years previous to the death of his brother, he had been unable to do any work on account of the injuries to his head, which he sustained in 1900, and that he had thereby become physically and mentally incapacitated, and at the time of the injury, he was actually dependent upon his brother for his support. The insurance carrier has protested against the payment of compensation for the reason that the claimant is a brother of the deceased and was at the time of the injury, over sixteen years of age.

In case the injury causes death, and there are no beneficiaries or major dependents, thirty per cent of the wages received at the time of the injury shall be paid as compensation to minor dependents. (See Section 16 (d) ).

Sections 6 (n), 7 (a) and 6 (o) of the Act, provide as follows:

"Section 6 (n) 'Minor dependent' means if there be no beneficiary as defined in Section 6 (l), and if there be no major dependent as defined in Section 6 (m), the brothers and sisters, if actually dependent upon the decedent at the time of his injury."

"Section 7 (a) In computing compensation to children and to brothers and sisters, only those under sixteen years of age, or invalid children over the age of sixteen years shall be included, and, in the case of invalid children, only during the period in which they are under that disability (within the maximum time limitations elsewhere in this Act provided), after which payment on account of such person shall cease. Compensation to children, or brothers or sisters (except invalids) shall cease when such persons reach the age of sixteen years."

"Section 6 (o) 'Invalid' means one who is physically or mentally incapacitated."

The question of dependency is determined as of the date of the happening of the accident to the employe. Section 12 (c) and Dazy v. Apponaug Co. (R. I.), 89 Atl. 160.

It would appear from examination of the first sentence in Section 7 (a), above, that brothers and sisters would be entitled to compensation only in case they were under sixteen years of age and that the payment of compensation to invalids applies only to children over the age of sixteen years; but by the second sentence in this section, the words "except invalids", in parentheses, are inserted, not after the word "children", but after "children, or brothers or sisters", and from this sentence it would appear that the exception in favor of invalids, over sixteen years of age, should apply to brothers and sisters, as well as to children. Both of these sentences, in the same section, are apparently conflicting.

It was said, in Mateony v. Vierling Steel Works, 187, Ill. App. on page 455:

"In determining this question, we must look to the entire act and ascertain, if possible, the intent and purpose of the Legislature in enacting the law. It is always necessary first, to understand the subject of an act and the object to be accomplished by it. Once the subject matter is clearly ascertained and the general legislative purpose discovered, a key is thereby furnished which will enable one to correctly interpret all of the constituent and subordinate elements found in the act."

In Boyd v. Pratt, 130 Pacific Reporter, 371, the court had under consideration the following statute:

"If a workman \* \* \* leaves a department \* \* \* a monthly payment shall be made to each dependent equal to 50 per cent of the average monthly support actually received by such dependent from the workman during the twelve months next preceding the occurrence of the injury, but the total payment to all dependents in any case shall not exceed \$20 per month. \* \* \* If the workman is under the age of twenty-one years and unmarried at the time of his death the parents or parent of the workman shall receive \$20 per month for each month after his death until the time at which he would have arrived at the age of twenty-one years."

The lower court held that the dependent mother of an employe nineteen years of age, when he was killed, was entitled to an allowance of twenty dollars a month so long as her dependent condition continued and not merely until decedent would have arrived at the age of twenty-one years. In the opinion, the court used the following language:

"We think the interpretation of the statute adopted by the lower court is correct. It is quite clear to us that the Legislature must have intended that the first clause quoted should apply to cases of dependency, while the last clause refers only to cases of non-dependency. This construction is in keeping with the spirit and object of the law; that is, to protect the injured, and to save dependents from becoming public charges. To hold that an allowance given because of dependency is to be cut off arbitrarily at a time when the deceased would have attained the age of 21 years would defeat the humane purposes of the statute, for the dependency would not then cease, but might continue over a period of years."

This Washington case is not in point in connection with the interpretation of section 7 (a) of our act, yet it indicates the general tendency of the courts to give a liberal construction to the Workmen's Compensation Act.

It will be noticed that Section 7 (o) in defining an invalid, is not restricted to children, but broad enough to include brothers and sisters as well, and under Section 6 (n) a brother or sister, if actually dependent, is considered as a minor dependent. I can see no purpose in making a distinction between an invalid brother or sister and an invalid child. One is as much a charge upon society as the other, in case of the death of the one upon whom he or she is dependent for support. The only case under our Act, in which a brother can get compensation, is in the event that there are no beneficiaries or major dependents, or in other words, in case he has no father or mother living. If the contention of the insurance company is correct, an invalid brother over sixteen, having no father or mother to support him, and actually dependent upon a deceased employe for the necessities of life, would, in case of the death of such employe, be thrown upon society, without any compensation. I do not believe our Workmen's Compensation Act should receive any such interpretation.

Respectfully,

S. C. FORD.

**Attorney General.**

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